

Panaji, 20th August, 2009 (Sravana 29, 1931)

SERIES II No. 21

OFFICIAL GAZETTE

GOVERNMENT OF GOA



Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 20 dated 13-8-2009, as follows:-

- 1) *Extraordinary dated 17-8-2009 from pages 517 to 518 regarding Notification Goa Legislature Secretariat.*
- 2) *Extraordinary (No. 2) dated 18-8-2009 from pages 519 to 520 regarding Notification from Department of Transport.*

GOVERNMENT OF GOA

Department of Agriculture
Directorate of Agriculture

Order

No. 8/39/2009-10/D.Agr/175

Read: 1) Order No. 8/39/2007-08/D.Agr/84 dated 23-03-2007.

2) Order No. 8/39/2007-08/D.Agr/315 dated 06-12-2007.

Approval of the Government is hereby conveyed for continuation of ad hoc promotion to the following Assistant Engineer (Civil), Group 'B' Gazetted in the pay scale of Rs. 9,300/-34,800+4,200/- Grade Pay of the Directorate of Agriculture for a further period of six months as mentioned below against their names or till the post is filled on regular basis whichever is earlier on the same terms and conditions as indicated in the above stated order.

This is issued with due concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/2/(3)/92-06/(Part file)1240 dated 03-08-2009.

Sr. No.	Name & designation of the officer	Date of extension
1	2	3
1.	Shri Radhesh Kenavdekar, Asstt. Engineer (Civil)	01-04-2009 to 30-06-2009.

1	2	3
2.	Shri Rajendra Verlekar, Asstt. Engineer (Civil)	06-12-2008 to 30-06-2009.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & Jt. Secretary, (ex officio).

Tonca, Caranzalem 4th August, 2009.



Department of Civil Supplies and
Consumer Affairs

Order

No. 1/6/2000-CSD(Part-I)/2009/215

The Government of Goa is pleased to appoint Justice Shri D. Govindrao Deshpande, former Judge of the Bombay High Court as the President of Consumer Disputes Redressal Commission hereinafter called as the State Commission of Goa, Panaji on part-time basis with immediate effect under the provisions of clause 16(1) (a) of the Consumer Protection Act, 1986 (Central Act No. 68 of 1986), as amended on the following terms and conditions:-

1. The President of the State Commission shall hold the office for a term of five years or upto the age of 67 years which ever is earlier and shall not be eligible for re-appointment.
2. The President shall receive a consolidated honorarium of Rs. 10,000/- per month on part time basis irrespective of number of working days spent in Goa and daily allowances of Rs. 500/- per day for the actual number of days spent on the Commission's work.
3. The President shall be entitled for re-imbursement of to and fro air fares and travelling expenses from the residence outside the state to the place of work at Panaji, Goa.

4. The President shall be provided an official car with chauffeur during his stay in Goa.

By order and in the name of the Governor of Goa.

S. P. Masurkar, Director of Civil Supplies & Consumer Affairs & ex officio Jt. Secretary.

Panaji, 7th August, 2009.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 50/3(7)/RGB/Elec/2008/1329

Read: Letter No. F-01/CCS/HO/2009/73 dated 26-05-2009 from the Chairman, Candolim Urban Co-op. Credit Society Ltd., Candolim-Goa, requesting therein to grant exemption from sections 66 & 69 of the Goa Co-operative Societies Act, 2001, in terms of Section 126 (A) of the said Act.

In exercise of the powers conferred by Section 126 (A) of the Goa Co-operative Societies Act, 2001, Government is pleased to exempt the Candolim Urban Co-op. Credit Society Ltd., Candolim, Bardez-Goa from the provisions of Sections 66 & 69 of the Goa Co-op. Societies Act, 2001, for the present term.

By order and in the name of the Governor of Goa.

P. K. Patidar, Registrar of Co-op. Societies & ex officio Joint Secretary.

Panaji, 6th August, 2009.

Department of Education, Art & Culture

Office of the Secretary of Education

Notification

No. DTE/2003/GEDC(B)/1275

In exercise of the power conferred under sub-section (1) of Section 4 of the Goa Education Development Corporation Act, 2003 (Act No. 22 of 2003), and in supersession of the order No. DTE/2003/GEDC(B)/556 dated 05-06-2009, the Government of Goa is pleased to re-constitute the Goa Education Development Corporation with effect from 3-8-2009 as below:

1. Shri Atanasio Monserrate, ... Chairman.
Hon'ble Minister for Education
2. Secretary, Technical Education ... Director.
3. Director of Higher Education ... Director.
4. Director of Technical Education ... Director.
5. Shri Suraj Lotlikar ... Director.
6. Shri Vijai Sardessai ... Director.
7. Managing Director, GEDC ... Ex officio
Secretary.

By order and in the name of the Governor of Goa.

Dr. M. Modassir, Secretary (Education).

Porvorim, 6th August, 2009.

Directorate of Education

Order

No. 14/5/95-EDN-PART/247

- Read Government Orders:-
- 1) No. 1(2)-2-2006/SE/812 dated 12-03-2007.
 - 2) No. 14/5/95-EDN-Part/1012 dated 17-09-2007.
 - 3) No. 14/5/95-EDN-Part/1206 dated 11-03-2008.
 - 4) No. 14/5/95-EDN-Part/117 dated 16-07-2008.
 - 5) No. 14/5/95-EDN-Part/65 dated 23-02-2009.

Government is pleased to extend the period of ad hoc promotion to the following 3 (three) officers in the cadre of Vice-Principal, Teachers Training College/Headmaster, Government High School/Vice-Principal, Government Higher Secondary School in the pay scale of Rs. 7,500-250-12,000/- (pre-revised) for further period indicated against their names:-

Sr. No.	Name of the Officer & Designation	Date of ad hoc promotion	Date of expiry of ad hoc promotion	Period of further extension of ad hoc promotion
1	2	3	4	5
1.	Shri Govind Vaman Naik, Headmaster	12-03-2007	30-05-2009	31-05-2009 to 30-11-2009.

1	2	3	4	5
2.	Smt. Reshma B. Vernekar/Chanekar, Headmistress	12-03-2007	30-05-2009	31-05-2009 to 30-11-2009.
3.	Smt. Rita Fatima Fernandes e Caldeira, Headmistress	30-04-2007	30-05-2009	31-05-2009 to 30-11-2009.

This is issued with the approval of Goa Public Service Commission vide their letter No. COM/II/11/15/(1)/94-05/Vol. III/1200 dated 29-07-2009.

By order and in the name of the Governor of Goa.

Dr. Celsa Pinto, Ex officio Joint Secretary (School Education).

Panaji, 4th August, 2009.

Directorate of Technical Education
Polytechnic Section

—
Order

No. 17/3/26/2008/DTE/1251

Approval of the Government is hereby conveyed to Shri Luis R. Fernandes appointed to the post of Principal, Government Polytechnic Panaji vide order No. 5/40/84-PER(Vol. I) dated 22-06-2009 to retain his lien on the post of Head of Department (Training & Placement) at Government Polytechnic Panaji for a period of 2 years with effect from the date of joining.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education
& ex officio Additional Secretary.

Porvorim, 4th August, 2009.

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Order

No. DTE/CAD/RTI/2009/1336

In partial modification of order No. 1/364/RTI/DTE/2005/1695 dated 11-10-2005 name and designation of State Public Information Officer at Goa College of Pharmacy, Panaji stands modified as follows:-

Sr. No.	Name of the Office	State Public Information Officer
4.	Goa College of Pharmacy, Panaji	Dr. M. P. Joshi, Asst. Professor.

This supersedes Order No. DTE/CAD/RTI/2006/1416 dated 21-08-2008.

Vivek B. Kamat, Director of Technical Education.

Porvorim, 10th August, 2009.

Department of Elections

Office of the Chief Electoral Officer

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Notification

No. 5-24-91/ELEC/2962

The following Order No. 76/GOA-LA/2007 dated 07-07-2009 issued by the Election Commission of India, New Delhi is hereby published for general information.

Arvind V. Bugde, Assistant Chief Electoral Officer.

Panaji, 12th August, 2009.

ELECTION COMMISSION OF INDIA

Nirvachan Sadan,
Ashoka Road,
New Delhi - 110001.

7th July, 2009
Dated: 16th Asadha, 1931(Saka)

Order

No. 76/GOA-LA/2007

Whereas, the Election Commission of India is satisfied that each of the contesting candidate specified in column 4 of the Table below at the General Election to the Goa Legislative Assembly, 2007 specified in column 2 and held from the constituency specified in column 3 against his/her name has failed to lodge the account of his/her election expenses as shown in column 5 of the said Table as required by the Representation of the People Act, 1951 and the Rules made thereunder:

And whereas, the said candidates have either not furnished any reason or explanation for the said failure even after due notice by the Election Commission or after considering the representation made by them, if any, the Election Commission is satisfied that they have no good reason or justification for the said failure;

Now, therefore, in pursuance of Section 10A of the said Act, the Election Commission hereby declares the persons specified in column 4 of the Table below to be disqualified for being chosen as and for being a member of either house of Parliament or the Legislative Assembly or Legislative Council of a State or Union Territory for a period of three years from the date of this order:-

Table

Sl. No.	Particulars of Election	Sl. No. & Name of Assembly Constituency	Name & Address of Contesting Candidate	Reasons for Disqualification
1	2	3	4	5
1.	General Elections to the Goa Legislative Assembly, 2007	09—Aldona	Nagvenkar Anandrao Narayanrao P. O. Porvorim, Behind Damian De Goa Showroom, Limawado, Porvorim-Goa, 403516	Failed to lodge account of his election expenses in the manner required by law.
2.	General Elections to the Goa Legislative Assembly, 2007	21—Priol	Naik Uday Adcolana Banastarim, Adcolana 403107	Failed to lodge any account of his election expenses.
3.	General Elections to the Goa Legislative Assembly, 2007	21—Priol	Pramod Naik, H. No. 157/B, Inambhat, Volvoi, Ponda, Goa, 403401	Failed to lodge any account of his election expenses.
4.	General Elections to the Goa Legislative Assembly, 2007	35—Sanvordem	Antao Minin, H. No. 744, Government Primary School, Santona-Goa	Failed to lodge any account of his election expenses.
5.	General Elections to the Goa Legislative Assembly, 2007	37—Curchorem	Khandekar Abhay Shambhus, H. No. 537, Pongirwal, Curchorem-Goa, 403706	Failed to lodge account of his election expenses.
6.	General Elections to the Goa Legislative Assembly, 2007	37—Curchorem	Alexy Fernandes, H. No. 41/1, Amona Colleamoddi, Vagorna, Quepem-Goa, 403705	Failed to lodge account of his election expenses in the manner required by law.
7.	General Elections to the Goa Legislative Assembly, 2007	37—Curchorem	Rumaldo D'Costa, H. No. 42, Capxem, Sanvordem Taluka, Sanguem, 403706	Failed to lodge account of his election expenses in the manner required by law.

By Order,

STANDHOPE YUHLUNG,
Secretary
Election Commission of India.

भारत निर्वाचन आयोग

निर्वाचन सदन,
अशोक रोड,
नई दिल्ली — ११०००१

दिनांक: ७ जुलाई, २००९
१६ आषाढ, १९३१ (शक्)

आदेश

सं. ७६/गोवा-वि.स./२००७

यतः, भारत निर्वाचन आयोग का समाधान हो गया है कि नीचे की सारणी के स्तम्भ २ में विनिर्दिष्ट गोवा विधान सभा के साधारण निर्वाचन, २००७ में स्तम्भ ३ में विनिर्दिष्ट निर्वाचन क्षेत्र से उनके नाम के सामने स्तम्भ ४ में विनिर्दिष्ट निर्वाचन लड़ने वाले अभ्यर्थी उक्त सारणी के स्तम्भ ५ में दर्शाए

गए अनुसार लोक प्रतिनिधित्व अधिनियम, १९५१ तथा तद्धीन बनाए गए नियमों द्वारा अपेक्षित अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे हैं;

और, यतः उक्त अभ्यर्थियों ने निर्वाचन आयोग द्वारा सम्यक नोटीस दिए जाने के बाद भी उक्त असफलता के लिए या तो कोई कारण अथवा स्पष्टीकरण प्रस्तुत नहीं किया है अथवा उनके द्वारा दिए गए अभ्यावेदन पर, यदि कोई हो, विचार करने के बाद, निर्वाचन आयोग का यह समाधान हो गया है कि उनके पास उक्त असफलता के लिए कोई उचित कारण अथवा न्यायोचित्य नहीं है;

अतः अब, उक्त अधिनियम की धारा १० क के अनुसरण में निर्वाचन आयोग, एतद्द्वारा, यह घोषणा करता है कि नीचे की सारणी के स्तम्भ ४ में विनिर्दिष्ट व्यक्ति, राज्य की विधान परिषद अथवा विधान सभा अथवा संसद के दोनों सदनों अथवा संघ राज्य क्षेत्र में सदस्य चुने जाने अथवा होने के लिए इस आदेश की तारीख से तीन वर्ष की अवधि के लिए निरर्हता किए जाते हैं:—

सारणी

क्रम सं.	निर्वाचन का विवरण	विधान सभा निर्वाचन क्षेत्र का नाम एवं संख्या	निर्वाचन लड़ने वाले अभ्यर्थी का नाम एवं पता	निरर्हता का कारण
१	२	३	४	५
१.	गोवा विधानसभा, के लिए साधारण निर्वाचन, २००७	०९—अल्डोना	नागवेंकर आनंदराव नारायणराव, पो. पोरवोरिम, डामियन डे गोवा शोरुम के पीछे, लीमोवाडो, पोरवोरिम—गोवा—४०३५१६.	विधि द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे।
२.	गोवा विधानसभा, के लिए साधारण निर्वाचन, २००७	२१—प्रिओल	नायक उदय, एडकोलाना बांसातारिम, एडकोलाना—४०३१०७.	अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे।
३.	गोवा विधानसभा, के लिए साधारण निर्वाचन, २००७	२१—प्रिओल	प्रमोद नायक, म. न. — १५७/बी, इनामभट, वालवोई पोण्डा, गोवा—४०३४०१.	अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे।
४.	गोवा विधानसभा, के लिए साधारण निर्वाचन, २००७	३५—सानवोरडेम	एन्टाओ मिनिन, म.नं.—७४४ राजकीय प्राथमिक विद्यालय, सानटोना, गोवा.	अपने निर्वाचन व्ययों का कोई भी लेखा दाखिल करने में असफल रहे।
५.	गोवा विधानसभा, के लिए साधारण निर्वाचन, २००७	३७—कुरचोरेम	खाण्डेकर अभय शंभु, म. ५३७, पोंगिरवाल, कुरचोरेम, गोवा, ४०३७०६.	विधि द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे।
६.	गोवा विधानसभा, के लिए साधारण निर्वाचन, २००७	३७—कुरचोरेम	एलेक्सी फर्नांडीस, म. नं. ४१/१, अमोना कोलियामोडी, वागोरना, क्वेपेम गोवा—४०३७०५.	विधि द्वारा अपेक्षित रीति से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे।

१	२	३	४	५
७.	गोवा विधानसभा, के लिए साधारण निर्वाचन, २००७	३७—कुरचोरेम	रुमाल्डो डी कोस्टा, म. नं. ४२, कापक्सेम सानवोरडेम तालुका, सांगुएम—४०३७०६.	विधि द्वारा अपेक्षित रीती से अपने निर्वाचन व्ययों का लेखा दाखिल करने में असफल रहे।

आदेश से,

स्टेण्डहोप युहलुंग
सचिव
भारत निर्वाचन आयोग.

Department of Labour

Order

No. 28/20/2008-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Goa State Co-operative Bank Limited, Panaji-Goa and it's workman, Shri Uday S. Vast, Peon, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of the management of M/s. Goa State Co-operative Bank Limited, Panaji in terminating the services of Shri Uday S. Vast, Peon, with effect from 26-06-2006, is legal and justified ?

(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 5th August, 2009.

Order

No. 28/8/2009-LAB

Whereas the Government of Goa is of the opinion that an industrial dispute exists between M/s. Kadamba Transport Corporation Limited, Alto, Porvorim, Bardez, Goa and it's workman, Shri Fondu Hoble, Conductor, Badge No. 6842 represented by the Kadamba Kamgar Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

SCHEDULE

"(1) Whether the action of M/s. Kadamba Transport Corporation Limited, Alto, Porvorim, Bardez, Goa in retrenching the services of Shri Fondu Hoble, Conductor, Badge No. 6842, with effect from 15-01-2008, is legal and justified?

(2) If not, what relief the workman is entitled to?"

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 5th August, 2009.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 26-03-2009 in reference No. IT/28/97 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 15th June, 2009.

IN THE INDUSTRIAL TRIBUNAL-
-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/28/97

Workmen,

Rep. by

The All Goa General Employees' Union,

P. O. Box No. 90,

Vasco-da-Gama,

Goa 403 802.

... Workmen/Party I

V/s

M/s. Hydroflex Equipments Ltd.,

Kakoda Industrial Estate,

Kakoda-Goa.

... Employer/Party II

Workman/Party I – Adv. T. Pereira.

Employer/Party II – absent.

AWARD

(Passed on this 26th day of March, 2009)

1. By order dated 15-3-97, the Government of Goa, in exercise of Powers conferred by clause (d) of sub-section (1) of Section 10 of the I. D. Act, 1947 has referred the following dispute to this Tribunal for its adjudication.

“(1) Whether the action of the management of M/s. Hydroflex Equipments Ltd., Kakoda, Goa, in terminating the services of the following 14 workmen with effect from 29-11-96 is legal and justified?

1. Shri Rajendra Rajadhax
2. Shri Shashikant Gosavi
3. Shri Raju Gawade

4. Shri Hanumant Fadte
5. Shri Santosh Naik
6. Shri Vishwas Devidas
7. Shri Premchand Mandal
8. Shri Dilkush Bhandari
9. Shri Mahesh Dessai
10. Shri John Fernandes
11. Shri Santosh Gurav
12. Shri Bagwant Kadam
13. Shri Damu Khjkar
14. Shri Augustin Fernandes

(2) If not, to what relief the workmen are entitled?”

2. Notices were issued to both parties. The Party I has filed claim statement at Exb. 5 and the Party II has filed written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The workmen involved in the reference were the employees of the Party II. They had joined All Goa General Employees Union (CITU) on 12-2-96. It is the case of the Party II that the Party II had stated harassing the workmen for joining the Union. The Party II had also not conceded to the demands raised by the Union. The Party II also prevented the five local committee members, who had attended conciliation proceedings, from joining the duty on 4-7-96 and resorted to lockout w.e.f. 4-7-96. By notice dated 17-7-96, the Party II purported to close their Machine Shop Division and the Welding/Brazing Division in their Establishment at Kakoda, and further terminated the services of 16 workmen w.e.f. 11-7-96. Subsequently the Government of Goa referred the dispute to the Tribunal for adjudication and by a separate order dated 7-11-96 prohibited continuance of strike/lockout. Accordingly all the workmen reported for duty on 29-11-96 but they were not allowed to resume duties and stated that the workmen would be allowed to join in phases. The Party I has stated that the workmen had reported for duty on 29-11-96 and on every subsequent working day but they were not allowed to resume duties. The Party I has stated that the termination of the said fourteen workmen is illegal, vindictive, arbitrary and unjust. The Party I has therefore sought reinstatement of the said workmen with all consequential benefits.

4. The Party II has stated that the Union had served a Charter of Demand and when the Party II had refused to concede to the dictates of the Party I, the workmen without any notice went on strike w.e.f. 4-7-96. The Party II continued with the business activities with the help of

supervisory staff. However, on 8-7-96, the General Secretary of the Union along with workers threatened, abused and manhandled the supervisory staff. The Party II closed the Machine Shop Division and Welding/Brazing Division from 10-7-96 and terminated services of 16 workers from the said Division. The Party II has stated that subsequent to the Government order dated 7-11-96, 14 workmen appeared and insisted that they should be allowed to resume duties. These workmen were told that continuance of strike for five months had disrupted manufacturing process and required repairs, realignment, overhauling of plant and machinery. These workmen were told that they would be taken in four phases and were asked to report for duties in phases. The Party II has stated that the workmen did not report for duties and continued with the strike. The Party II further claimed that the business is closed w.e.f. 1-8-2002. The Party II has therefore claimed that the workmen are not entitled for any relief.

5. Based on the aforesaid pleadings, the following issues were framed.

1. Whether the workmen/Party I prove that the employer/Party II terminated the services w.e.f. 29-11-96 is illegal and unjustified?
2. Whether the Employer/Party II proves that the Party I/workmen are on strike and are employed elsewhere?
- 2A. Whether the Employer/Party II proves that its factory and business activities at shed No. D4-7, plot No. 26, Kakoda Industrial Estate, Kakoda, Curchorem-Goa are permanently closed from 1-8-2002?
3. Whether the Party I/workmen are entitled to any relief?
4. What Award?

6. The Party I has examined its General Secretary and one of the Party II has not adduced any evidence nor advanced any arguments. I have perused the records and considered the arguments advanced by Learned Adv. Shri T. Pereira and my findings on the aforesaid issues are as under:

7. *Issue No. 1 & 2:* These issues are taken up together as they are interlinked. The contention of the Party I is that their services are illegal terminated w.e.f. 29-11-96 whereas the Party II has claimed that the workmen had not reported for duty and had continued to be on strike. Learned Adv. Shri T. Pereira has argued that the workmen had reported for duty on 29-11-96 and that the

Party II had not allowed them to resume duties. He has further argued that the Party I had stated that the Party II had stated that the workmen would be taken in phases but no details were given and the workers were also not allowed to join. He therefore claims that the termination is illegal.

8. It is not in dispute that the workmen involved in the reference were the employees of the Party I. These workmen had joined the Party I Union and the Union had raised a Charter of Demand. The evidence of Shri Nilkant Fadte indicates that the Party II had not conceded to the demands raised by the Party I and the Union had raised a dispute before the Deputy Labour Commissioner, Margao. The conciliation proceedings ended in failure and the dispute was referred to the Tribunal for adjudication. The evidence of Shri Nilkant Fadte also indicates that another dispute pertaining to the termination of 17 workmen was also referred to the Tribunal for adjudication. He has produced the order of reference dated 6-11-96, which are at Exb. W-8. The evidence of this witness vis a vis the order dated 7-11-96 at Exb. W-10 indicates that the Government had prohibited strike or lockout of the Establishment of the Party II. It is not in dispute that vide letter dated 21-11-96 at Exb. W-11 the Union had informed the Party II that in view of the order dated 7-11-96, the workmen whose names were mentioned in the letter at Exb. W-11 was reporting for work. It is also not in dispute that the Party II had stated that these workmen would be taken in service in phases. The question is whether the Party II had refused employment to these workmen or whether the workmen had not reported for duties as required by the Party II. It may be mentioned here that the witness, Nilkant Fadte as well as the workman Dilkush Bhandari have stated that in their evidence that the Party II had stated that the workmen would be allowed to resume in phases. These witnesses have also admitted that the notice to that effect was displayed by the Party II. They have stated that the Party II had not given any details. However, the notice at Exb. W-12 indicates that the workers who were on strike had reported that they were desirous of resuming duties. The Party II had notified that working of the factory was greatly disrupted on account of the strike for five months and that the manufacturing activities could not be commenced immediately, without repairs, realignment, overhauling etc. of the plant, machinery & equipment in the factory. The Party II had stated that the workers desirous of resuming duties would be taken in phases and notice regarding the requirement of the number of

workmen would be displayed from time to time. The workmen were required to give a declaration to give normal production & maintain discipline in the factory. The workers were required to make inquiries at the security gate with security personnel and offer themselves for employment. This notice does not indicate that the Party II had refused employment to the workmen but had only stated that it required time to repair, overhaul the machinery and had called upon the workmen to join in phases. In para 16 of the claim statement, the Party I had stated that the workmen had reported for duty on 29-11-96 and on every working day thereafter despite which the Party II had not given them employment. However, the workman Dilkush Bhandari has admitted in his cross-examination that the workmen did not go to the factory after 29-11-96. The witnesses Nilkant Fadte as well as Dilkush Bhandari have stated that they do not know whether the Party II had displayed notices dated 23-12-96, 11-1-97 & 27-1-97 wherein the names of the workmen who were required to resume duties were mentioned. The witness Bhandari has stated that he does not know whether his name & the names of the workmen at Sr. No. 2 & 11 were mentioned in the notice dated 11-1-97. The aforesaid evidence clearly falsifies the contention of the Party I that the workmen had reported to the factory gate on every working day after 29-11-96 and that they were refused employment. Under the circumstances I am unable to accept the contention of the Party I that they were refused employment.

9. The evidence on record indicates that the workmen had not reported for work subsequent to 29-11-96 and as such there was no question of refusing employment to the workmen. The Party I has failed to prove that the services of the workmen were terminated w.e.f. 29-11-96. Hence Issue No. 1 is answered in the negative and issue No. 2 is answered in the affirmative.

10. *Issue No. 2A:* The Party II had claimed that the establishment was closed w.e.f. 1-8-2002. The Party II has not adduced any evidence to prove the said issue. However, in IT/6/96, which is a reference arising from the Charter of Demand; the Union had filed an application at Exb.13 wherein it has admitted that the business of the Party II is closed w.e.f. 1-8-2002. In view of this admission the issue No. 2A is answered in the affirmative.

11. To sum up the Party I has failed to prove that the services of the workmen were terminated w.e.f. 29-11-96. Hence the workmen are not entitled for any relief.

12. Under the circumstances and in view of discussion supra, I pass the following order:

ORDER

1. It is hereby held that the services of the workmen named in the reference were not illegally terminated w.e.f. 29-11-96. The workmen are not entitled for any relief. No orders as to costs.

Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 31-03-2009 in reference No. IT/82/97 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 15th June, 2009.

IN THE INDUSTRIAL TRIBUNAL- -CUM-LABOUR COURT-I AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/82/97

Shri Mushtak Ahamed,
O. N. 3, 1st Floor,
Madeena Masjid Building,
Vasco-da-Gama. ... Workmen/Party I
V/s
M/s. Aquarius Fisheries Limited,
Commerce Centre,
Vasco-da-Gama. ... Employer/Party II
Workman/Party I - Shri Subhash Naik.
Employer/Party II - absent.

AWARD

(Passed on this 31st day of March, 2009)

1. By order dated 28-11-97, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of Goa has referred the following dispute for its adjudication of this Tribunal.

- (1) "Whether Shri Mushtak Ahmed, employee of M/s. Aquarius Fisheries Ltd., Vasco, is a "workman" within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If so, whether the action of the management of M/s. Aquarius Fisheries Ltd., Vasco, in terminating the services of Shri Mushtak Ahmed, with effect from 8-1-1996, is legal and justified?
- (3) If the answer to (2) above is in the negative, to what relief the workman is entitled?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 3 and the Party II filed its written statement at Exb. 4. The rejoinder of the Party I is at Exb. 5.

3. The Party I has claimed that he was employed by the Party II on 22-7-93 as a liaison officer. His duties were mainly of liaison work and other related duties. The Party I has stated that he was in employment of the Party II from 22nd July, 1993 till early January, 1996. The Party I has stated that his services were retrenched vide letter dated 8th January, 1996 on the grounds that there was excess staff. The Party I has stated that the reasons for retrenchment are not genuine. The Party I therefore claims the retrenchment as void and illegal. The Party I has therefore sought re-instatement with back wages and continuity in services.

4. The Party II has denied that the Party I is a workman. The Party II has further stated that the Party I was appointed as a 'Liaison Officer' with salary of Rs. 3,515 per month and that he is not a workman within the meaning of Sec. 2(s) of the I. D. Act. The Party II has stated that it could not commence the operation due to conditions beyond its control and hence vide letter dated 8-12-1995 the services of the Party I were terminated w.e.f. 8-1-98. The Party II has stated that since the Party I was not a workman, he is not entitled for retrenchment compensation or for reinstatement.

5. Based on the aforesaid pleadings, the following issues were framed.

1. Whether the Party I proves that he is a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947?
2. Whether the Party I proves that termination of his services by the Party II w.e.f. 8-1-96 is illegal and unjustified?
3. Whether the Party II proves that the reference is not maintainable?
4. Whether the Party I is entitled to any relief?
5. What Award?

6. Shri S. N. Naik has argued on behalf of the Party I. No arguments are advanced on behalf of the Party II. I have perused the records and considered the arguments advanced by Shri S. N. Naik and my findings on the issues are as follows:

7. *Issue 1 & 2:* The Party I has filed his affidavit in evidence. He has sated vide appointment letter dated 22-7-1993 that he was appointed as a Liaison Officer. He has produced the letter of appointment at Exb. W-1. The said letter of appointment does not specify the nature of the duties of the Party I. The witness has deposed that the duties performed by him were mainly of liaison work & connected duties and that he has not performed supervisory or managerial duties. He has deposed that he had no power to sanction leave, to recruit employees or award contracts or sign cheque on behalf of the Company.

8. It is to be noted that since the status of the Party I as a workman was in dispute, it was incumbent upon the Party I to specifically deposed as to the nature of the duties performed by him. The Party I has not given any details of the nature of the duties performed by him. The Party I cannot be considered to be a workman merely because he had not performed supervisory or managerial duties, but in order to prove his status as that of a 'workman', the Party I was required to prove that he had performed manual, unskilled, skilled, technical, operational, clerical or supervisory work for higher or reward and that he did not fall in any of the excluded clauses of the section. In the instant case the Party I has not adduced any evidence to prove that he had performed any of the duties specified in Sec. 2(s) of the Act and consequently the Party I has failed to prove that he is a workman & that his termination is illegal. Hence issue No. 1 & 2 are answered in the negative.

9. *Issue 3:* Though the Party II had claimed that the reference was not maintainable, it has not examined any witness and has not adduced any evidence in support of this claim. However, since the Party I has himself failed to prove that he is a workman, the reference is not maintainable. Hence, issue No. 3 is answered in the affirmative.

10. *Issue 4:* The Party I has failed to prove that he is a workman and that his termination was illegal and hence the Party I is not entitled for any relief. Issue No. 4 is answered accordingly.

11. In the circumstances and in view of discussion supra, I pass the following order.

ORDER

1. It is held that Mushtak Ahmed, employee of M/s. Aquarius Fisheries Ltd., Vasco, is not a "workman" within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

2. The action of the management of M/s. Aquarius Fisheries Ltd., Vasco in terminating the services of Shri Mushtak Ahmed, with effect from 8-1-1996, is legal and justified.

3. It is held that the Party I is not entitled for any relief.

Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 31-03-2009 in reference No. IT/74/97 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 15th June, 2009.

IN THE INDUSTRIAL TRIBUNAL- -CUM-LABOUR COURT-I AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/74/97

Shri K. O. George,
C/o Shri Mushtak Ahamed,
O. N. 3, 1st Floor,
Madeena Masjid Building,
Vasco-da-Gama.

... Workmen/Party I

V/s

M/s. Aquarius Fisheries Limited,
Commerce Centre,
Vasco-da-Gama.

... Employer/Party II

Workmen/Party I – Shri Subhash Naik.

Employer/Party II – absent.

AWARD

(Passed on this 31st day of March, 2009)

1. By order dated 12-12-97, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Government of Goa, has referred the following dispute for adjudication of this Tribunal.

- (1) "Whether Shri K. O. George, employee of M/s. Aquarius Fisheries Ltd., Vasco, is a "workman" within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?"
- (2) If so, whether the action of the management of M/s. Aquarius Fisheries Ltd., Vasco, in terminating the services of Shri K. O. George, with effect from 8-1-1996, is legal and justified?
- (3) If the answer to (2) above is in the negative, to what relief the workman is entitled?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 3 and the Party II filed written statement at Exb. 4. The rejoinder of the Party I is at Exb. 5.

3. The Party I has claimed that he was employed by the Party II as a Works Manager. He was assigned duties such as signing routine letter and contacting various parties/individuals over telephone. The Party I has stated that though designated as a manager, he had not performed any managerial duties. He also did not have any authority to recommend or sanction leave. The

Party I has stated that his services were retrenched vide letter dated 8th January, 1996 on the grounds that there was excess staff. The Party I has stated that the reasons for retrenchment are not genuine. The Party I therefore claims the retrenchment as void and illegal. The Party I has therefore sought reinstatement with back wages and continuity in services.

4. The Party II has denied that the Party I is a workman. The Party II has further stated that the Party I was appointed as a 'Works Manager' with salary of Rs. 6,000 per month and that he is not a workman within the meaning of Sec. 2(s) of the I. D. Act. The Party II has stated that it could not commence the operation due to the conditions beyond its control and hence vide letter dated 8-12-1995, the services of the Party I were terminated. The Party II has stated that since the Party I was not a workman, he is not entitled for re-trenchment compensation.

5. Based on the aforesaid pleadings, the following issues were framed.

1. Whether the Party I proves that he is a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947?
2. Whether the Party I proves that termination of his services by the Party II w.e.f. 8-1-96 is illegal and unjustified?
3. Whether the Party II proves that the reference is not maintainable?
4. Whether the Party I is entitled to any relief?
5. What Award?

6. Shri S. N. Naik has argued on behalf of the Party I. No arguments are advanced on behalf of the party II. I have perused the records and considered the arguments advanced by Shri. S. N. Naik and my findings on the issues are as follows:

7. *Issues 1 & 2:* The Party I has not stepped in the witness box but has examined his Power of Attorney to Shri Mustak Ahmed. This witness has stated that the Party I was appointed as a Works Manager. He has produced the letter of appointment at Exb. W-2. The said letter of appointment does not specify the nature of the duties of the Party I, however, this witness has deposed that the duties of the Party I were mainly to sign routine correspondence on behalf of the Company and to ask for quotations for raw material from other establishments. He has deposed that the Party I had no power to sanction leave, to recruit employees or award contracts or sign cheque on behalf of the Company.

8. It is to be noted that since the status of the Party I as a workman was in dispute, it was incumbent upon the Party I to step into the witness box and to specifically depose as to the nature of the duties performed by him. It was not sufficient merely to aver that he did not perform managerial duties but the Party I was required to plead and prove that he was performing manual, unskilled, skilled, technical, operational, clerical or supervisory work and that he did not fall in the excluded clauses of the section. The Party I has not adduced evidence to prove that he was performing any such duties but he has examined his Power of Attorney who has filed his affidavit in evidence. Though the Power of Attorney has deposed that the duty of the party I was to call for quotation for raw material, no averment was made in the claim statement. It is also to be noted that the said affidavit is not verified and consequently it loses its evidentiary value. Apart from the said unverified affidavit there is no other evidence to prove that the Party I was a workman or that the termination of the Party I is illegal and unjustified. Hence issue Nos. 1 & 2 are answered in the negative.

9. *Issue 3:* Though the Party II had claimed that the reference was not maintainable, it has not examined any witness and has not adduced any evidence in support of this claim. However, since the Party I has himself failed to prove that he is a 'workman', the reference is not maintainable. Issue No. 3 is answered in the affirmative.

10. *Issue 4:* The Party I has failed to prove that he is a workman and that his termination was illegal and hence the Party I is not entitled for any relief. Issue No. 4 is answered accordingly.

11. In the circumstances and in view of discussion supra, I pass the following order.

ORDER

1. It is held that K. O. George, employee of M/s. Aquarius Fisheries Ltd., Vasco, is not a "workman" within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

2. The action of the management of M/s. Aquarius Fisheries Ltd., Vasco, in terminating the services of Shri. K. O. George, with effect from 8-1-1996, is legal and justified.

3. It is held that the Party I is not entitled for any relief.

Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 31-03-2009 in reference No. IT/79/97 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 15th June, 2009.

**IN THE INDUSTRIAL TRIBUNAL-
-CUM-LABOUR COURT-I
AT PANAJI**

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/79/97

Shri Sudhir V. Badiger,
C/o Shri Mushtak Ahamed,
O. N. 3, 1st Floor,
Madeena Masjid Building,
Vasco-da-Gama. ... Workmen/Party I
V/s

M/s. Aquarius Fisheries Limited,
Commerce Centre,
Vasco-da-Gama. ... Employer/Party II

Workmen/Party I – Shri Subhash Naik.

Employer/Party II – absent.

AWARD

(Passed on this 31st day of March, 2009)

1. By order dated 28/11/97, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, the Government of Goa, has referred the following dispute for adjudication of this Tribunal.

- (1) "Whether Shri Sudhir Badiger, employee of M/s. Aquarius Fisheries Ltd., Vasco, is a "workman" within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) ?
- (2) If so, whether the action of the management of M/s. Aquarius Fisheries Ltd., Vasco, in terminating the services of Shri Sudhir Badiger, with effect from 8-1-1996, is legal and justified?
- (3) If the answer to (2) above is in the negative, to what relief the workman is entitled?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 3 and the Party II filed its written statement at Exb. 4. The rejoinder of the Party I is at Exb. 5.

3. The Party I has claimed that he was employed by the Party as an Assistant Accountant. The Party I has stated that he was in employment of the Party II from 1st February, 1994 till early January, 1996. The Party I has stated that his services were retrenched vide letter dated 10th October, 1996 on the grounds that there was excess staff. The Party I has stated that the reasons for retrenchment are not genuine. The Party I therefore claims the retrenchment as void and illegal. The Party I has therefore sought reinstatement with back wages and continuity in services.

3. The Party II has denied that the Party I is a workman. The Party II has further stated that the Party I was appointed as an Assistant Accountant with salary of Rs. 3180 per month and that he is not a workman within the meaning of Sec. 2(s) of the I. D. Act. The Party II has stated that it could not commence the operation due to the conditions beyond its control and hence vide letter dated 8-12-1995, the services of the Party I were terminated. The Party II has stated that since the Party I was not a workman, he is not entitled for retrenchment compensation.

4. Based on the aforesaid pleadings, the following issues were framed.

1. Whether the Party I proves that he is a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act, 1947?
2. Whether the Party I proves that termination of his services by the Party II w.e.f. 8-1-96 is illegal and unjustified?
3. Whether the Party II proves that the reference is not maintainable?
4. Whether the Party I is entitled to any relief?
5. What Award?

5. Shri S. N. Naik has argued on behalf of the Party I. No arguments are advanced on behalf of the party II. I have perused the records and considered the arguments advanced by Shri S. N. Naik and my findings on the issues are as follows:

7. *Issues 1 & 2:* The Party I has not stepped in the witness box but has examined his Power of Attorney to Shri Mustak Ahmed. This witness has stated that the Party I was appointed as an Assistant Accountant. He has produced the letter of appointment at Exb. W2. The said letter of appointment does not specify the nature of the duties of the Party I, however, Shri Mushtak has deposed that the duties of the Party I was mainly of accounting work and that he had not performed managerial or supervisory duties. He has deposed that the Party I had no power to sanction leave, or to recruit employees or award contracts or sign cheque on behalf of the Company.

8. It is to be noted that since the status of the Party I as a workman was in dispute, it was incumbent upon the Party I to step into the witness box and to specifically depose as to the nature of the duties performed by him. It was not sufficient merely to state that the Party I had not performed managerial or supervisory duties but the Party I was required to plead and prove that he was employed to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for him and reward and that he did not fall in the excluded clauses of the section. In the instant case the Party I has not appeared before the Tribunal and has not adduced any evidence to prove that he was performing any of these duties specified in Sec. 2(s) but has examined a Power of Attorney who has vaguely stated that the Party I was doing accounting work. He has not spelt out the exact nature of the duties performed by the Party I. The said affidavit is also not verified and consequently it loses its evidentiary value. Apart from the said unverified affidavit there is no other evidence to prove that the Party I was a workman or that the termination of the Party I is illegal and unjustified. Hence, issue Nos. 1 & 2 are answered in the negative.

9. *Issue 3:* Though the Party II had claimed that the reference was not maintainable, it has not examined any witness and has not adduced any evidence in support of its claim. However, since the Party I has himself failed to prove that he is a 'workman', the reference is not maintainable. Hence, Issue No. 3 is answered in the affirmative.

10. *Issue 4:* The Party I has failed to prove that he is a workman and that his termination was illegal and hence the Party I is not entitled for any relief. Issue No. 4 is answered accordingly.

11. In the circumstances and in view of discussion supra, I pass the following order.

ORDER

1. It is held that Sudhir Badiger, employee of M/s. Aquarius Fisheries Ltd., Vasco, is not a "workman" within the meaning of Section 2(s) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

2. The action of the management of M/s. Aquarius Fisheries Ltd., Vasco, in terminating the services of Shri Sudhir Badiger, with effect from 8-1-1996, is legal and justified.

3. It is held that the Party I is not entitled for any relief.

Inform the Government accordingly.

Sd/-

(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/02/2005 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor
of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 12th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/02/2005

Shri Inacio Pinto,
C/o Shri Franky Pereira,
Xirro,
PO: Carmona-Goa.

... Workman/Party I

V/s

M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavelossim-Goa.

... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.
Employer/Party II represented by Adv. M. S. Bandodkar.

AWARD

By order dated 3-1-2005, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Inacio Pinto, General Trade's Man Plumber, with effect from 7-1-2004, is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 5. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was in service of the Party II as a G.T.M. Plumber from 26-12-2000 till the date of his termination i.e. till 7-1-2004. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 7-1-2004. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate Government and his thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he

was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 8:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as General Trades Man Plumber on regular post continuously from 26-12-2000 till the date of his termination?
 2. Whether the Workman/Party I proves that the termination of his services by the Employer/Party II w.e.f. 7-1-2004 is illegal and unjustified?
 3. Whether the Employer/Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
 4. Whether the Employer/Party II proves that the termination of the services of the workman/Party I is the result of non-renewal of contract of employment?
 5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
 6. Whether the Workman/Party I is entitled to any relief?
 7. What Award?
6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 12. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa, shall pay in total a sum of Rs. 52,343/- (Rupees

Fifty two thousand three hundred forty three only) to Shri Inacio Pinto by way of 3 installments:

- (a) 1st installment of Rs. 18,000/- (Rupees Eighteen thousand only) bearing cheque No. 12554 dated 1-4-2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 18,000/- (Rupees Eighteen thousand only) bearing cheque No. 12496 dated 20-4-2009 drawn on HDFC Bank payable at par.
- (c) 3rd installment of Rs. 16,343/- (Rupees Sixteen thousand three hundred forty three only) bearing cheque No. 012516 dated 18-5-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 52,343/- (Rupees Fifty two thousand three hundred forty three only) shall include all his claims arising out of the present reference No. IT/02/2005 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc., or any other claim which can be computed in terms of money.

3. It is agreed that Shri Inacio Pinto shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc., or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/02/2005 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and /or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/57/2004 is hereby

published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor
of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 12th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/57/2004

Shri Ashok Sawant,
C/o Bella Fernandes,
Dongorim, P O: Majorda,
Salcete-Goa.

... Workman/Party I
V/s

M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavelossim-Goa.

... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S. Bandodkar.

AWARD

By order dated 25-11-2004, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

- "(1) Whether Shri Ashok Sawant, Garden Supervisor, can be construed as workman as per clause (b) of Section (2) of the Industrial Disputes Act, 1947 (Central Act 14 of 1947)?
- (2) If the answer to the issue No. (1) above is in the affirmative, then, whether the action of the management of M/s. Royal Goan Beach Resort Private Limited, Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Ashok Sawant, Garden Supervisor, with effect from 18-12-2003, is legal and justified?
- (3) If the answer to issue No. (2) above is in the negative, what relief the workman is entitled to?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 5. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was in service of the Party II as a Garden Supervisor from 1-12-2002 till the date of his termination i.e. till 18-12-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 18-12-2003. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate Government and his thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 8:

ISSUES

1. Whether the Party I proves that he was employed with the Party II as a Garden Supervisor on the regular post continuously from 1-12-2002 till the date of his termination?

2. Whether the Workman/Party I proves that the termination of his services by the Party II w.e.f. 18-12-2003 is illegal and unjustified?
3. Whether the Party II proves that the Party I is not a 'workman' within the meaning of Section 2(s) of the I. D. Act, 1947?
4. Whether the Party II proves that the appointment of the Party I with the Party II was for fixed term period?
5. Whether the Party II proves that the termination of the services of the Party I is the result of non-renewal of contract of employment?
6. Whether the Party II proves that the Party I is gainfully employed?
6. Whether the Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 12. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa, shall pay in total a sum of Rs. 28,724/- (Rupees Twenty eight thousand seven hundred twenty four only) to Shri Ashok Sawant by way of 3 installments:
 - (a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12575 dated 1-4-2009 drawn on HDFC Bank, payable at par.
 - (b) 2nd installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12486 dated 20-4-2009 drawn on HDFC Bank payable at par.
 - (c) 3rd installment of Rs. 8,724/- (Rupees Eight thousand seven hundred twenty four only) bearing cheque No. 012508 dated 18-04-2009 drawn on HDFC Bank, payable at par.

2. The above amount of Rs. 28,724/- (Rupees Twenty eight thousand seven hundred twenty four only) shall include all his claims arising out of the present reference No. IT/57/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc., or any other claim which can be computed in terms of money.

3. It is agreed that Shri Ashok Sawant shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc., or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/57/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/71/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 12th June, 2009.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/71/2004

Shri Sebastiao Fernandes,
H. No. 661, Cumborda,
Curtorim-Goa. ... Workman/Party I
V/s

M/s. Royal Goan Beach
Resort P. Ltd.,
M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavelossim-Goa. ... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S. Bandodkar.

AWARD

By order dated 6-12-2004, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Royal Goan Beach Resort P. Ltd., M/s. Haathi Mahal Resort Hotel, Cavelossim, in terminating the services of Shri Sebastiao Fernandes, Captain, with effect from 26-11-2003, is legal and justified?

(2) If not, what relief the workman is entitled to?"

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 4. The Party II filed its written statement at Exb. 5. The rejoinder of the Party I is at Exb. 6.

3. The Party I was in service of the Party II as a Captain from 13-12-1999 till the date of his termination i.e. till 26-11-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 26-11-2003. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 150

workmen despite which Party II did not seek permission from the appropriate Government and his thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 7:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a Captain on permanent post continuously from 13-12-1999 till the date of his termination?
 2. Whether the Workman/Party I proves that the termination of his services by the Employer//Party II w.e.f. 26-11-2003 is illegal and unjustified?
 3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
 4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of non-renewal of contract of employment?
 5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
 6. Whether the Workman/Party I is entitled to any relief?
 7. What Award?
6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the representative of the Party II remained present before the Tribunal on 2-4-2009

alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 12. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa, shall pay in total a sum of Rs. 44,921/- (Rupees Forty four thousand nine hundred twenty one only) to Shri Sebastiao Fernandes by way of 3 installments:

- (a) 1st installment of Rs. 15,000/- (Rupees Fifteen thousand only) bearing cheque No. 12205 dated 1-4-2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 15,000/- (Rupees Fifteen thousand only) bearing cheque No. 12212 dated 20-4-2009 drawn on HDFC Bank payable at par.
- (c) 3rd installment of Rs. 14,921/- (Rupees Fourteen thousand, nine hundred twenty one only) bearing cheque No. 012214 dated 18-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 44,921/- (Rupees Forty four thousand nine hundred twenty one only) shall include all his claims arising out of the present reference No. IT/71/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc., or any other claim which can be computed in terms of money.

3. It is agreed that Shri Sebastiao Fernandes shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc., or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/71/2004 and further confirm that he shall have no claim of whatsoever nature against the company

including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/64/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 12th June, 2009.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/64/2004

Shri Maruti Panchal,
C/o Pramilla Fernandes,
H. No. 323(4), Reprovaddo,
Varca-Goa. ... Workman/Party I

V/s

M/s. Royal Goan Beach
Resort P. Ltd.,
M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavelossim-Goa. ... Employer/Party II

Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S. Bandodkar.

AWARD

By order dated 6-12-2004, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial

Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Royal Goan Beach Resort P. Ltd., M/s. Haathi Mahal Resort Hotel, Cavelossim in terminating the services of Shri Maruti Panchal, G.T.M. Carpenter, with effect from 26-10-2003, is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed his claim statement at Exb. 5. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 8.

3. The Party I was in service of the Party II as a G.T.M. Carpenter from 21-1-2000 till the date of his termination i.e. till 26-10-2003. The Party I has stated that he was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive him permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing him to sign a contractual appointment. The Party I stated that he was assured by the Party II that his services would be regularized. However, instead of regularizing his services, the Party II terminated his services w.e.f. 26-10-2003. The Party I has stated that he had rendered continuous services of 240 days in the twelve months preceding his termination. The Party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The Party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate Government and his thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that his termination is illegal and unjustified and he has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that he was assured that he would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that he is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 9:

ISSUES

1. Whether the Workman/Party I proves that he was employed with the Employer/Party II as a G.T.M. Carpenter on permanent post continuously from 21-01-2000 till the date of his termination?
2. Whether the Workman/Party I proves that the termination of his services by the Employer/Party II w.e.f. 26-10-2003 is illegal and unjustified?
3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of non-renewal of contract of employment?
5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
6. Whether the Workman/Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb. 13. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa shall pay in total a sum of Rs. 50,425/- (Rupees Fifty thousand four hundred twenty five only) to Shri Maruti Panchal by way of 3 installments:

- (a) 1st installment of Rs. 18,000/- (Rupees Eighteen thousand only) bearing cheque No. 12569 dated 1-4-2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 18,000/- (Rupees Eighteen thousand only) bearing cheque No. 12498 dated 20-4-2009 drawn on HDFC Bank payable at par.

- (c) 3rd installment of Rs. 14,425/- (Rupees Fourteen thousand, four hundred twenty five only) bearing cheque No. 012514 dated 18-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 50,425/- (Rupees Fifty thousand four hundred twenty five only) shall include all his claims arising out of the present reference No. IT/64/2004 and his employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc., or any other claim which can be computed in terms of money.

3. It is agreed that Shri Maruti Panchal shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all his claims arising out of the present reference and arising out of his employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc. or any other claim which can be computed in terms of money, in complete satisfaction of all his claims including the claim made in the present reference No. IT/64/2004 and further confirm that he shall have no claim of whatsoever nature against the company including any claim of re-instatement and/or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-

(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 16-04-2009 in reference No. IT/62/2004 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 12th June, 2009.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. IT/62/2004

Ms. Hazarath B. Pingar,
C/o Franky Pereira,
Xirro, Carmona-Goa. ... Workman/Party I
V/s

M/s. Royal Goan Beach
Resort P. Ltd.,
M/s. Haathi Mahal Resort
Hotel, Mobor,
Cavelossim-Goa. ... Employer/Party II
Workman/Party I represented by Shri B. B. Naik.

Employer/Party II represented by Adv. M. S.
Bandodkar.

AWARD

By order dated 4-12-2004, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, has referred the following dispute to this Tribunal for adjudication.

“(1) Whether the action of the management of M/s. Royal Goan Beach Resort P. Ltd., M/s. Haathi Mahal Resort Hotel, Cavelossim Salcete-Goa in terminating the services of Ms. Hazarath B. Pingar, Gardener, with effect from 11-3-2003 is legal and justified?

(2) If not, what relief the workman is entitled to?”

2. Notices were issued to both parties. The Party I filed her claim statement at Exb. 5. The Party II filed its written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The Party I was in service of the Party II as a Gardener from 1-2-2000 till the date of her termination i.e. till 11-3-2003. The Party I has stated that she was employed by the Party II to carry out permanent nature of work. The Party I further stated that in order to deprive her permanency and the facilities of permanent workmen, the Party II engaged in unfair labour practice by giving artificial breaks and by forcing her to sign a contractual appointment. The Party I stated that she was assured by the Party II that her services would be regularized. However, instead of regularizing her services, the Party II terminated her services w.e.f. 11-3-2003. The party I has stated that she had rendered continuous services of 240

days in the twelve months preceding her termination. The party I has stated that the Party II has violated Section 25-F of the Industrial Disputes Act, 1947. The party I has stated that Party II had engaged more than 110 workmen despite which Party II did not seek permission from the appropriate Government and has thereby violated provisions of Chapter V-B of the Industrial Disputes Act, 1947. The Party I, therefore, claimed that her termination is illegal and unjustified and she has sought re-instatement in service with full back wages with continuity in service.

4. The Party II has stated that the appointment of Party II was for a fixed term period specified in the contractual agreement which was accepted by the Party I. The Party II has denied that the Party I was appointed on a regular post or that she was assured that she would be regularized. The Party II further stated that the termination of the Party I was on account of non-renewal of the contract of appointment and as such, the provisions of Sec. 25-F are not applicable. The Party II has further stated that the Party I is gainfully employed and that she is not entitled for any reliefs.

5. Based on the aforesaid pleadings, following issues were framed at Exb. 8:

ISSUES

1. Whether the Workman/Party I proves that she was employed with the Employer/Party II as a Gardener on permanent post continuously from 1-2-2000 till the date of his termination.
2. Whether the Workman/Party I proves that the termination of her services by the Employer//Party II w.e.f. 11-3-2003 is illegal and unjustified?
3. Whether the Party II proves that the appointment of the Workman/Party I with the Employer/Party II was for fixed term period?
4. Whether the Employer/Party II proves that the termination of the services of the Workman/Party I is the result of non-renewal of contract of employment?
5. Whether the Employer/Party II proves that the Workman/Party I is gainfully employed?
6. Whether the Workman/Party I is entitled to any relief?
7. What Award?

6. The matter was posted for evidence. However, during the pendency of the proceedings, the Party I as well as the Representative of the Party II remained present before the Tribunal on 2-4-2009 alongwith their Representative/Advocate and stated that they have settled the matter amicably. The parties have filed the consent terms at Exb.10. These terms are duly signed by the parties and the said terms are acceptable to them. In my opinion, these terms are in the interest of the workman and hence these terms are taken on record and the Order is passed as under:-

ORDER

1. It is agreed between the parties that the management of M/s. Royal Goan Beach Resort at Haathi Mahal, Mobor, Cavelossim, Salcete-Goa, shall pay in total a sum of Rs. 20,211/- (Rupees Twenty thousand two hundred eleven only) to Ms. Hazarath B. Pingar by way of 2 installments:

- (a) 1st installment of Rs. 10,000/- (Rupees Ten thousand only) bearing cheque No. 12478 dated 1-4-2009 drawn on HDFC Bank, payable at par.
- (b) 2nd installment of Rs. 10,211/- (Rupees Ten thousand two hundred eleven only) bearing cheque No. 12482 dated 20-4-2009 drawn on HDFC Bank payable at par.

2. The above amount of Rs. 20,211/- (Rupees Twenty thousand two hundred eleven only) shall include all her claims arising out of the present reference No. IT/62/2004 and her employment, including any claims of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia etc., or any other claim which can be computed in terms of money.

3. It is agreed that Ms. Hazarath B. Pingar shall accept the said amount as mentioned in the clause (1) hereinabove in full and final settlement of all her claims arising out of the present reference and arising out of her employment including any claim of earned wages, bonus, gratuity, leave encashment, retrenchment compensation, ex-gratia, etc., or any other claim which can be computed in terms of money, in complete satisfaction of all her claims including the claim made in the present reference No. IT/62/2004 and further confirm that she shall have no claim of whatsoever nature against the company including any claim of re-instatement and /or re-employment.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal
& Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 31-03-2009 in reference No. IT/26/95 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).
Porvorim, 15th June, 2009.

IN THE INDUSTRIAL TRIBUNAL-
-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Case No. IT/26/95

Mrs. Wendy Freitas,
Ambirna, Socorro,
P. O. Porvorim,
Bardez, Goa.

... Workman/Party I

V/s

M/s. Cidade de Goa,
Vaiginim Beach,
Dona Paula, Goa.

... Employer/Party II

Workman/Party I - Adv. V. Sawant.

Employer/Party II - Adv. G. K. Sardessai.

AWARD

(Passed on this 31st day of March, 2009)

1. In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) the Government of Goa by order dated 3-5-1995 bearing No. 28/12/95-LAB referred the following dispute for adjudication by this Tribunal.

- (1) "Whether the action of the management of M/s. Cidade de Goa, Dona Paula, Goa, in dismissing from services of Mrs. Wendy Freitas, Lady Confidential Secretary-I, with effect from 13-7-1994 is legal and justified?"
- (2) If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/26/95 and registered A/D notice was issued to the parties. In pursuance to the said notice the parties put in their appearance. The workman/Party I (for short, "workman") filed his statement of claim at Exb. 3. The facts of the case in brief as pleaded by the workman are that she was employed as with the Employer/Party II (for short, "employer") from 20-11-82 as a typist cum clerk on probation, and she was confirmed in service with effect from 1-1-1984 as a steno typist in the Accounts Section in the Finance Department. In the year 1986 she was promoted to the post of Lady Confidential Secretary III; in the year 1988 to the post of Lady Confidential Secretary II with increase in salary and in the year 1989 to the post of Lady Confidential Secretary I with increase in salary. On 6-7-89 she was given a special recognition Award thereby recognizing her as an asset to the organization, and in the year 1990 she was given a special increment of Rs. 200/- in recognition of her efficient, honest and dedicated service to the employer. During her service period of eleven years she did not receive any complaint, memo or show cause notice or charge sheet from the employer. However, all of a sudden on 13th April, 1993 she was transferred to the Purchase Department from the Finance Department by the employer and she was asked to contact Mr. Digamber Fadte or Mr. Ramesh Naik, the clerical staff in the purchase department. She thereafter received a memo dated 14-4-93 from the employer asking her to explain as to why she had not accepted the transfer instructions. Vide letter dated 15th April, 1993 she pointed out that her transfer to the purchase department amounted to demotion. However, by memo dated 17th April, 1993 she was again advised to report to the purchase department and work there to which she did not agree because her posting in the purchase department was a demotion through her designation remained the same i.e. Lady Confidential Secretary, Grade I. She replied to the said memo by letter dated 20th April, 1993 stating that her transfer from Accounts Department is not allowed by facts as well as by law and her transfer was meant only to victimize her as Lady

Confidential Secretary, Grade I, is not at all needed in the insignificant department like purchase department due to the nature of work and responsibility in that department. She also brought to the notice of the employer that she ought to have been given 21 days prior notice under Sec. 9A of the Industrial Disputes Act as her transfer amounted to change in her service conditions and having not done so, the transfer amounted to unfair labour practice and is illegal. The employer without considering the various objections raised by her vide letter dated 22-4-93 again advised her to report to the purchase department and thereafter vide letter dated 23-4-93 suspended her from service pending chargesheet and enquiry. By letter dated 24-4-93 she replied to the suspension order stating that Shri Richard Pinto, who had signed the suspension order, had no authority to sign or issue the said suspension order. The charge sheet dated 4th May, 1993 issued to her was also signed by Shri Richard Pinto, the Personnel Manager of the employer who had no authority to issue the same, he being not the competent authority, under the Goa Shops and Establishments Act, 1973, and rules made there- under. The workman contended that her transfer order is not signed or issued by the competent authority and hence the same is illegal. The workman contended that the enquiry held against her is not fair, proper and valid as the same is not instituted by the competent authority, nor the Inquiry Officer was appointed by the competent authority. The workman contended that the charges mentioned in the charge sheet have not been proved in the enquiry and the findings of the Inquiry Officer are bias and perverse. The workmen also contended that she ought to have been charged under the provisions of the Goa Shops and Establishment Act and the Rules and the Inquiry Officer ought to have been conducted under the said Act and the rules and not under the employer's disciplinary rules or service rules. The workman contended that the show cause notice dated 20-6-94 issued to her by Shri Rohit Malhotra is not legal because he was not the competent authority to issue the said show cause notice. The workman contended that the dismissal order dated 13-7-94 issued to her is illegal and unjustified and hence she is entitled to be reinstated in service with full back wages and all other consequential benefits.

3. The employer filed the written statement which is at Exb. 4. The case of the employer in brief is that the workman was appointed as a

typist cum clerk w.e.f. 1-9-93 vide letter dated 1-9-93, on probation and was subsequently confirmed as steno typist, in Grade VI. Thereafter she was promoted to the post of Lady Confidential Secretary, Grade III w.e.f. 1-1-86 followed by promotion to Grade II and finally to Grade I. She was working as the Lady Confidential Secretary, in the Accounts Section under the Finance Department. Vide letter dated 13-4-93 she was advised that she was posted in the purchase section but she refused to accept the said letter and also failed to report for duty in the purchase section under the Finance Department. By letter dated 14-4-93 the workman was asked to give explanation for her failure to report to the purchase section but she continued to report to the account section only and therefore by another letter dated 17-4-93 she was again asked to report to the purchase section. But she did not do so. The workman was therefore charge sheeted vide charge sheet dated 4-5-93 and thereafter enquiry was conducted into the said charge sheet by Mr. Rohit Lobo, which commenced on 4-5-93 and ended on 5-1-94. The employer stated that the charge sheet was issued by the competent authority and the enquiry was conducted in accordance with the principles of natural justice by the Inquiry Officer who was appointed by Shri Richard Pinto, the competent authority. The employer denied that the findings of the Inquiry Officer are bias or perverse or not based on evidence on record. The employer stated that on receipt of the findings of the Inquiry Officer whereby the workman was held guilty of the charges, the employer considered the past record of the workman as well as the gravity of the proved misconducts and decided to dismiss the workman from service. The employer issued a show cause notice to the workman dated 20-6-94 and extended another opportunity to her and advised her again to report to the purchase section. The workman replied to the said show cause notice but did not report to the purchase section. The employer stated that since the explanation given by the workman was found to be not satisfactory the employer decided to dismiss the workman from service and accordingly she was dismissed vide letter dated 13-7-94. The employer denied that dismissal of the workman from service was by way of victimization. The employer denied that the enquiry was conducted illegally or it was conducted in an unfair or unjustified manner. The employer also denied that the order of dismissal of workman from service is illegal or unjustified. The employer also denied that the workman is entitled to any relief. Thereafter the workman filed rejoinder at Exb. 3.

4. On the pleadings of the parties the following issues were framed at Exb. 6.

Issue No. 1: Whether the Party I proves that the domestic enquiry held against her is not fair, proper and valid?

Issue No. 2: Whether the Party I proves that the transfer from the Accounts Department to the Purchase Department by the Party II is malafide, by way of victimization and in violation of the provisions of the I.D. Act, 1947?

Issue No. 3: Whether the Party I proves that the order of suspension dated 23-4-93 issued to her is illegal as it is not issued by the competent authority?

Issue No. 4: Whether the Party I proves that the charge sheet dated 4-5-93 issued to her is illegal as it is not issued by the competent authority?

Issue No. 5: Whether the charges of misconduct levelled against the Party I are proved to the satisfaction of the Tribunal by acceptable evidence?

Issue No. 6: Whether the Party I proves that the action of the Party II in dismissing her from service with effect from 13-7-94 is illegal and unjustified?

Issue No. 7: Whether the Party I is entitled to any relief?

Issue No. 8: What Award?

5. Findings on issues No. 1 to 5 were given by my learned predecessor vide order dated 29-8-00 wherein the enquiry is held to be fair and proper. It is held that charge sheet was issued by competent authority. It is further held that the transfer order was not malafide or by way of victimization and the charges are held to be proved to the satisfaction of the Tribunal.

6. The parties were directed to adduce evidence on issue No. 6 and 7. Accordingly the parties have adduced on these issues. Shri V. Sawant had filed written arguments on behalf of the Party I and Adv. G. K. Sardessai has filed written arguments on behalf of the Party II. I have perused the records and my findings on issues No. 6 and 7 are as under.

7. *Issue No. 6:* This issue pertains to the legality and justifiability of the action of the Party II in terminating services of the Party I w.e.f. 13-7-94. Shri V. Sawant has argued that as per the service rule of the Party II, the 'Manager' is the competent authority to impose the penalty of dismissal. He has argued that despite there being the manager, the dismissal order was issued by the Manager

Operation who is also an appellate Authority. He therefore claims that the dismissal order is illegal. Shri Sawant has further argued that the Managing Director of the Party II was the Appointing Authority of the Party I and that the dismissal order should have been issued by the Managing Director who is also the Punishing/Dismissing Authority. The Party I has also stated that the penalty is shockingly disproportionate to the charges. He has relied upon the judgments in: (a) South Central Railway Employees Co-op. Credit Society V. Labour Court 1983 I LLJ 469 AP HC. (b) C .S. Thakur v. Assistant Commissioner of Coalmines Provident Funds 2001 LLR 687 MP HC. (c) Hindustan Brown Boveri Ltd., v. Workmen 1968 I LLJ 571 S.C. (d) 1994 II LLJ 192 S.C. Dr. R.C. Tyagi v. Union of India (e) Ramesh Chand v. Union of India, 1 CIR 315 Del. H. C. (f) Ajay Kumar v. Indian Railway Construction Co. Ltd., II LLJ 182 Dcl. H.C. (g) Kanaiya Lal v. District Inspector of Schools 1991 LAB I.C. 2478. All H.C. (h) Steel Authority of India Ltd., v. Labour Court (1980 sc 2054).

8. Learned Adv., Shri G. Sardesai has argued that Richard Pinto is held to be a Manager as defined in rule 2(b) of the service rules. Therefore he has authority to impose punishment. Said Richard Pinto reports to the General Manager Mr. Rohit Malhotra and this itself is sufficient to conclude that Mr. Malhotra was competent to issue the order of punishment. He has argued that the gravity of the proved misconduct is itself sufficient to justify the punishment of dismissal. He has relied upon several judgments on the point of victimization and powers of the Tribunal to interfere with the order of the punishment imposed by the manager.

9. In the light of the aforesaid arguments the questions which fall for my determination are whether Shri Rohit Malhotra was competent to issue the order of dismissal at Exb. W-9 and whether the penalty imposed is shockingly disproportionate to the proved charges.

10. The Party I has placed on record the service rules of the Party II, which are at Exb. W-11. Rule 22(7) of the service rule provides that an order relating to discharge or termination shall be in writing and shall be signed by the Manager. In terms of rule 2(b), 'Manager' means the person for the time being managing the establishment and includes any other officer duly authorized by the General Manager to act as a Manager, for the purpose of these service rules, such authorization being notified on the notice board.

11. In the instant case, there is no dispute that the dismissal order was issued by Shri Rohit Malhotra, the General Manager (operation). The Party I has deposed that Rohit Malhotra was not a competent authority to issue the dismissal order. Though not specified, it is evident that the Party I has challenged the authority of Rohit Malhotra to issue the dismissal order as he was the General Manager and under the service rules the order of termination is required to be signed by the Manager. It is pertinent to note that Shri Richard Pinto, the Personnel Manager of the Party II has deposed that he is authorized to issue appointment letters to the staff of the Party II. He has produced copies of the appointment letters at Exb. E-2-E-5. He has deposed that the Director & the General Manager of the Party II also issue appointment letters. It is to be noted that, though under rule 5 of service rules the 'Manager' is the competent appointing authority the appointment letter of the Party I (Exb. W-1), confirmation letter at Exb. W-2 & promotion order at Exb. W-6 were issued by the Managing Director of the Company. The Party I had not disputed the authority of the Managing Director to issue her appointment order. Hence for all purpose the Managing Director was the appointing authority of the Party I and the 'Manager' being subordinate to the Managing Director was not competent to terminate the services of the Party I. In fact in the case of Chatrapat Singh Thakur v/s. Assistant Labour Commissioner of Coalmines Provident Fund, Ajay Kumar v/s. Indian Railway Construction Co. Ltd (supra) it has been held that the dismissal order cannot be issued by an authority subordinate to the appointing authority. This being the case the contention of the Party I that the 'Manager' was the competent authority to issue dismissal order is not tenable.

12. The next question for consideration is whether Shri Rohit Malhotra, the General Manager was competent to issue dismissal order dated 13-7-94 at Exb. W-9. In this regard the witness, Shri Richard Pinto has deposed that since 1992, Shri Rohit Malhotra is the General Manager of the Party II and has ultimate and overall control over the affairs of the establishment of the Party II. He has deposed that the director of the Party II has conferred on Shri Malhotra, the powers pertaining to issuing of appointment letters, taking disciplinary action, etc. He has produced copy of the letter dated 15-7-92 (Exb. E-19) wherein the Managing Director of the Company had certified that Rohit Malhotra is the General Manager (operation) and that he shall have ultimate control towards the affairs of the establishment for the purpose of all status. This letter is signed by Anju Timblo and the evidence of Richard Pinto indicates that Mrs. Anju Timblo is the Managing Director of

the Party II. It is thus evident that by letter dated 15-7-92 at Exb. E-19, the Managing Director had conferred powers of Rohit Malhotra to have ultimate control over the affairs of the establishment and this in my view would include power to issue dismissal order. In view of these powers, Rohit Malhotra, the General Manager, was competent to issue the dismissal order. The judgments in the case of South Central Railway Employees' Co-op. Credit Society v/s. Labour Court & others & Hindustan Browns Boveri Ltd. v/s. their workmen, Ramesh Chand v/s. Union of the India (supra) are not applicable to the facts of the case as unlike in the said case, in the present case the Managing director had specifically delegated powers to Rohit Malhotra, whereby he was put in absolute & ultimate control of the affairs of the company. Under these circumstances, I am unable to accept the contention of the Party I that Rohit Malhotra, the General Manager was not competent to issue the dismissal order.

13. The Party I has also raised the issue of victimization. However, finding on the issue of victimization is already given in order dated 29-8-2000, wherein it is held that the Party I has failed to prove that her transfer was malafide or by way of victimization. It may also be mentioned that there is also no evidence to prove that the order of dismissal was issued by way of victimization. It is pertinent to note that even after the Inquiry Officer had held the Party I guilty of the charges levelled, the Party II vide letter dated 20-6-94 at Exb. E-20 had informed the Party I that though the penalty of dismissal was appropriate in view of the gravity of the misconduct, it had decided to give the Party I an opportunity and had advised her to report to purchase section within a week. The Party I did not avail this opportunity, but by letter dated 24-6-94 (Exb. E-21) sought 30 days to reply to the letter dated 20-6-94 (Exb. 20). By letter dated 1-7-94 at Exb. 24, the Party II had once again called upon the Party I to report for duties on 1-7-94. The Party I was informed that if she fails to report for duties by 1-7-94, it will be presumed that she is not interested in complying with direction and the Management would take action as proposed. Instead of reporting for duties, the Party I sent a letter dated 6-7-94 (Exb. 23) to the General Manager, wherein the Party I has made several allegations and has also gone to the extent of stating that Shri Richard Pinto has assumed position of a joker. The language used in the letter is intemperate and smacks gross indiscipline and insubordination. In the said letter the Party I had volunteered to report for duty in Accounts Department on a condition that she would not be transferred from the said department. The fact that

the Party I had refused the offer and imposed her own conditions contrary to the terms & conditions of her appointment order suggests that the Party I was not interested in resuming duties and this conduct not only belies the allegation of victimization but also justifies the order of dismissal.

14. The misconduct which has been proved against the Party I is grave and affects the office administration and discipline and the penalty imposed cannot be considered as shockingly disproportionate. The Party I has failed to prove any mitigating circumstances which warrant interference of the penal action taken by the Party II. This being the case, the action of the Party II in terminating services of the Party I cannot be said to be illegal and unjustified. Hence issue No. 6 is answered in the negative.

15. To sum up, the Party I has failed to prove that the termination of her services was illegal and unjustified. Consequently the Party I is not entitled for any relief. Under the circumstances and in view of the discussion supra, I pass the following order.

ORDER

1. The action of the Management of M/s. Cidade de Goa, Dona Paula, Goa in dismissing Mrs. Wendy Freitas, from services Confidential Secretary w.e.f. 13-7-94 is held to be legal and justified.

2. The Party I is not entitled for any relief. No order as to costs.

Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

Notification

No. 28/1/2009-LAB

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 26-03-2009 in reference No. IT/66/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor
of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 15th June, 2009.

IN THE INDUSTRIAL TRIBUNAL-
-CUM-LABOUR COURT-I
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/66/96

Workmen

Rep. by

The All Goa General Employees' Union,

P. O. Box No. 90,

Vasco-da-Gama,

Goa 403 802.

... Workmen/Party I

V/s

M/s. Hydroflex Equipments Ltd.,

Kakoda Industrial Estate,

Kakoda-Goa.

... Employer/Party II

Workmen/Party I - Adv. T. Pereira.

Employer/Party II - absent.

AWARD

(Passed on this 26th day of March, 2009)

1. By order dated 6-11-96, the Government of Goa, in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the I. D. Act, 1947, has referred the following dispute to this Tribunal for its adjudication.

"(1) Whether the action of the management of M/s. Hydroflex Equipments Ltd., Kakoda, Goa, in terminating the services of the following 17 workmen with effect from 11-7-1996, is legal and justified?

1. Mahadeo Manjrekar	Turner
2. Dhananjay Talekat	"
3. Abdulazim Soudagar	"
4. Dattaji Lotlikar	"
5. Kallu Anthony	"
6. Nitin Kakodkar	"
7. Arun Naik	"
8. Waman Gadkari	"
9. Lalchand Mandal	"
10. Ravikant Nagekar	"
11. Rajaram Mandrekar	"
12. Nicolas Diniz	"
13. George Rodrigues	"
14. Ramchandra Nalkar	"
15. Kishore Gaonkar	"
16. Gouresh Sawant	"
17. Anthony Rodrigues	"

(2) If not, to what relief the workmen are entitled?"

2. On receipt of the reference, notices were issued to both parties. The Party I has filed claim statement at Exb. 5 and the Party II has filed written statement at Exb. 6. The rejoinder of the Party I is at Exb. 7.

3. The workmen represented by the Party I Union were the employees of the Party II. They had become the members of All Goa General Employees Union (CITU). The Party I has stated that the Party I started harassing the workers for joining the Union. The Party I has stated that the services of the workman at Sr. No. 17 were terminated for joining the Union, though he had completed probationary period and was due for confirmation. The Party I had stated that the Party II had failed to concede to the Charter of Demand raised by the Union and hence the Union had raised a dispute and the conciliation proceedings were initiated by the Deputy Labour Commissioner. The Party I has stated that on 4-7-96, the local committee members who had attended the conciliation proceedings on 3-7-96 were prevented from joining duty. The other employees tried to persuade the Party II not to be harsh and vindictive towards the local committee but instead of heeding to their request, the Party II resorted to illegal lockout w.e.f. 4-7-96. The Party I raised the dispute before the Labour Commissioner on 9-7-96 but on 10-7-96 the Party II purported to close their Machine Shop Division and the Welding/Brazing Division and terminated services of the employees named in the reference, w.e.f. 11-7-96.

4. The Party I has stated that the factory of the Party II consists of one large industrial shed with various work spaces for different type of machines and machineries, wherein the workmen have to work and that there are no 'Divisions' or 'Section' within the factory premises and the Party I has stated that the reason for termination namely closure of Machine Shop Division and Welding/Brazing division, is palpably false since no such 'Divisions' exist in the factory. The Party I has stated that the real reason for termination of the services of these workmen is their Union activity. The Party I has stated that the termination is illegal and unjustified. The Party I has therefore sought reinstatement of these 16 workmen.

5. The Party II has denied that it has harassed or victimized the workers for forming the Union. The Party II has stated that the workman at Sr. No. 17, Anthony Rodrigues, was appointed as trainee fitter on probation and his services were terminated in accordance with the certified standing

orders as he was not suitable for confirmation. The Party II has stated that on breakeven analysis of the quantity produced vis-à-vis administrative, general and selling costs, it was found that the work done in the Machine Shop Division and Welding/Brazing Division could be subcontracted out for the purpose of better budgetary control and pricing of the assembly. Hence in January, 1996, the Party II decided to close the said two divisions w.e.f. March, 1996. The party II has stated that the said divisions were closed w.e.f. 10-7-96 and the services of the workmen working in the said divisions were terminated w.e.f. 11-7-96 on tendering of payment of notice pay, compensation and other legal dues. The Party II further stated that the factory establishment is itself closed w.e.f. 1-8-02. The Party II has stated that the Party I is not entitled for any relief.

6. Based on the aforesaid pleadings, the following issues were framed.

1. Whether the workmen/Party I prove that the action of the employer/Party II in terminating the services of the workmen named at Sr. Nos. 1 to 16 of the reference w.e.f. 11-7-96 and that of the workman Shri Anthony Rodrigues at Sr. No. 17 w.e.f. 16-2-96 is illegal and unjustified?
2. Whether the Employer/Party II proves that the termination of the services of the workmen named in the reference at Sr. Nos. 1 to 16 of the reference is on account of the closure of the Machine Shop Division and Welding/Brazing Division from March, 1996 and on payment of notice pay, compensation and other legal dues to each workmen?
3. Whether the Employer/Party II proves that the termination of the services of the workman Shri Anthony Rodrigues named at Sr. No. 17 of the reference is in accordance with the provisions of certified standing orders?
- 3A. Whether the Employer/Party II proves that its factory and business activities at shed No. D4-7 plot no. 26, Kakoda Industrial Estate, Kakoda Curchorem-Goa are permanently closed from 1-8-2002?
4. Whether the workmen/Party I are entitled to any relief?
5. What Award?
7. The Party I has examined Shri Nilkant Fadle, the General Secretary of the Union and the workmen Anthony Rodrigues and Waman Gadkar.

The Party II has not adduced any evidence and has also not advanced any arguments. I have perused the records and considered the arguments advanced by Learned Adv., Shri T. Pereira for the Party I. My findings on the aforesaid issues are as under:

8. *Issue Nos. 1, 2, 3 & 3A:* All these issues are taken up together as they are interconnected. Learned Adv., Shri T. Pereira has argued that Anthony Rodrigues was instrumental in forming the Union. Learned Adv., Shri T. Pereira has argued that the services of Anthony Rodrigues, who had no adverse records, were terminated because of his Union activities, without paying any dues. Learned Adv., Shri. T. Pereira has argued that the other workmen whose services were terminated were not appointed in any specific Division and their services could not be terminated on the ground that the said two Divisions were closed. He has further argued that the termination of these workmen is bad and illegal.

9. First coming to the dismissal of Anthony Rodrigues, the workman at Sr. No. 17 of the reference, it is not in dispute that the workman vide letter dated 7-8-95 at Exb. E-1 had informed the Party II that he is a trainee fitter and had requested the Party II to employ him in its establishment. The Party I had also handed over a letter of recommendation by the then Law Minister. The endorsement made on the letter at Exb. E-1 indicates that the workman was appointed as a trainee on stipend of Rs. 500/- and the workman had accepted the same. The said workman was not confirmed and in the absence of any specific order he cannot be considered as a confirmed employee. The termination letter dated 15-2-96 at Exb. W-30 colly indicates that the services of the said workman, Anthony Rodrigues were terminated, as he was not found suitable. In the absence of any material evidence, it cannot be presumed that the services of Anthony Rodrigues, were terminated for Union activities. Consequently termination of this witness cannot be said to be illegal.

10. As regards the other sixteen workers, their services were terminated on the ground that the Machine Shop Division and Welding/Brazing Division were closed. The Party I has not specifically denied closure of these two Divisions. It is also to be noted that the Party II had stated that subsequently it had closed the entire establishment. Though the Party II had not adduced evidence on the said issue (issue 3A) the Party I Union has admitted the said fact in the connection matter being IT 28/97. Considering all these aspects, the closure cannot be said to be

sham or used as ground to harass and victimize the workers. Under the circumstances, the issues No. 2 & 3A are answered in the affirmative and issue No. 1 is answered in the negative.

11. The termination of these 16 workmen was on account of closure and they were paid their legal dues, notice pay and compensation whereas the termination of Anthony Rodrigues was effected during his probation period for not being suitable and he was also paid the dues. Hence the termination of these workmen cannot be said to be illegal or unjustified. Consequently these workmen are not entitled for any relief.

12. Under the circumstances and in view of discussion supra, I pass the following order:

ORDER

1. It is held that the termination of the workmen was legal. The Party I/workmen named in the reference are not entitled for any relief.

No order as to costs. Inform the Government accordingly.

Sd/-

(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-cum-
-Labour Court.

◆◆◆
Department of Personnel

—
Order

No. 6/4/2008-PER

The ad hoc appointment of the following officers in Junior Scale of Goa Civil Servicer is extended further for the period indicated against their names or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	ad hoc appointment extended upto
1	2	3
1.	Shri U. L. Joshi	18-04-2009 to 17-04-2010.
2.	Shri Prabhakar Vaigankar	18-04-2009 to 17-04-2010.
3.	Shri E.G. Chodankar	18-04-2009 to 31-08-2009.
4.	Smt. Regina D'Souza	18-04-2009 to 17-04-2010.
5.	Shri Surendra F. Naik	18-04-2009 to 17-04-2010.
6.	Shri Johnson Bedy Fernandes	18-04-2009 to 17-04-2010.
7.	Shri Ajit N. Panchawadkar	18-04-2009 to 17-04-2010.

1	2	3
8.	Shri Agnelo A. Fernandes	18-04-2009 to 17-04-2010.
9.	Shri Dasharath M. Redkar	18-04-2009 to 17-04-2010.
10.	Smt. Meena Priolkar	18-04-2009 to 17-04-2010.
11.	Shri Narayan M. Gad	18-04-2009 to 17-04-2010.
12.	Smt. Valsala Vijayan	18-04-2009 to 17-04-2010.
13.	Smt. Neela Dharwadkar	18-04-2009 to 17-04-2010.
14.	Shri Devidas S. Gaonkar	18-04-2009 to 17-04-2010.
15.	Smt. Shanti M. Harding	12-04-2009 to 11-04-2010.
16.	Shri Hanumant T. Toraskar	12-04-2009 to 11-04-2010.
17.	Shri Ramesh Velingkar	12-04-2009 to 30-06-2009.
18.	Shri Nanu S. Pednekar	12-04-2009 to 30-06-2009.
19.	Shri H. A. Ali	12-04-2009 to 11-04-2010.
20.	Shri Anthony Dias	12-04-2009 to 30-06-2009.
21.	Smt. Maria N. Sapeco	12-04-2009 to 11-04-2010.

This is issued with the approval of GPSC conveyed vide their letter No. COM/II/11/42(1)/05-Vol.II dated 31-07-2009.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 31st July, 2009.

Order

No. 7/2/99-PER-Part-II (A)

In pursuance of the Government of India, Ministry of Home Affairs, New Delhi Order No. 14020/2/2008-UTS.I dated 28-01-2009, the Governor of Goa is pleased to relieve Dr. Dilraj Kaur, IAS (AGMU: 2000), Special Secretary (NRI Affairs) and Shri Nikhil Kumar, IAS (AGMU:2002), Secretary to Governor from this Administration, with effect from 17-08-2009 (f.n.) to take up their new assignment in the Government of Mizoram.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Joint Secretary (Personnel).

Porvorim, 6th August, 2009.

Order

No. 6/4/2008-PER

The ad hoc appointment of Shri Gopal A. Parsekar, Senior Scale Officer of Goa Civil Service is extended for a further period w.e.f. 04-06-2009 to 03-06-2010 or till the appointment is made on regular basis, whichever is earlier.

This is issued with the approval of GPSC conveyed vide their letter No. COM/II/11/42(1)/05-Vol.II/1185 dated 28-07-2009.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 7th August, 2009.

Order

No. 6/2/2005-PER

Ms. Jessie Freitas, Administrator of Comunidade, Central Zone, Panaji is transferred & posted as Project Officer, Directorate of Technical Education, Porvorim with immediate effect, in public interest. Ms. Freitas shall also hold charge of the post of OSD in Goa College of Pharmacy, in addition to her own duties, until further orders.

Smt. Vitoria Irene Sequeira, Deputy Director (Admn), Directorate of Women & Child Development shall hold charge of the post of Administrator of Comunidade, Central Zone, Panaji, in addition to her own duties, with immediate effect and until further orders.

Smt. Shanti Makwana Harding, Project Officer, Directorate of Technical Education, Porvorim, who is on maternity leave, shall report to the Personnel Department for further posting, on expiry of maternity leave.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 10th August, 2009.

Order

No. 6/4/2006-PER-I

Sanction of the Government is hereby accorded for deputation of the following Officers for Executive MBA (Post Graduate Diploma

Management) (Part Time)(1st Batch) to be conducted at Goa Institute of Management, Ribandar-Goa, for a period of 2 years from 21st June, 2009, in terms of Notification No. 6/4/2006-PER dated 07-12-2006, notified in Government Gazette, Series I No. 40 dated 04-01-2007:-

1. Kum. Biju R. Naik,
Assistant Director (Admn.), DITC.
2. Dr. Dattaprasad Suresh Nagvenkar,
Medical Officer, DHS.
3. Shri Derrick Pereira Neto,
Under Secretary (Health).
4. Dr. Gurleen Kaur,
Lecturer, G.M.C.
5. Dr. Jagadish Padmanabh Bhat,
Lecturer, G.M.C.
6. Shri Jayant Gajanan Tari,
Dy. Collector & S.D.O., Ponda.
7. Dr. Rupchandra Purso Gawade,
Rural Medical Officer, DHS.
8. Dr. Sanjay Pralhad Korgaonkar,
Medical Officer, G.M.C.
9. Shri Vinayak Mohan Kambli,
Assistant Director of SDCT.
10. Dr. Vishwanath Purso Madkaikar,
Asstt. Lect. in Casualty, G.M.C.

2. All the fees payable towards this study programme shall be borne by the Government. The study programme is normally scheduled on weekends or after Office hours during the week. The special casual leave to the above officers shall not exceed more than 30 days in a year, including examination days. No TA/DA shall be paid to the officers to attend the classes.

3. The sponsored Officers are expected to complete the programme within the time period of two years. However, extension of additional three years may be granted for passing examination.

4. The sponsored Officers are required to execute bond stating that he/she will not leave the job for five years from the date of admission to the said course, failing which he/she is liable for refund of expenditure incurred by the Government towards the course, fees etc., alongwith the interest thereon at the rate of 11.5% from the date of admission to the said course till full and final payment and such other expenses as to be assessed by the Government.

5. The expenditure on this account shall be debited to the Budget Head: Demand No. 2, 2052—Secretariat General Services, 00—, 003—Training, 01—Executive MBA(Post Graduate Diploma Management) for Government Employees, 28—Professional Services.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel).

Porvorim, 10th August, 2009.

Order

No. 15/2/2003-PER

Government is pleased to transfer the post of Joint Mamaltdar-I Sanguem alongwith the incumbent Shri Ashutosh Apte presently holding the post, to Salcete Block, with immediate effect, in public interest to deal with the matters connected with the Disaster Management and E-Governance cell set up in the Collectorate South, Margao, until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 10th August, 2009.

Order

No. 6/2/2008-PER

Read: Order No. 6/2/2008-PER dated 14-07-2009.

The transfer and posting of S/Shri Johnson Fernandes, Deputy Collector(LA), South, Margao and Deepak Dessai, Deputy Collector & SDM, South, Margao, made vide Order dated 14-07-2009, read in preamble, shall be kept in abeyance, until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 10th August, 2009.

Department of Planning

Directorate of Planning, Statistics and Evaluation

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Order

No. 4-3-81-PLG(Vol-VIII/792

Smt. Anuradha A. Bhamaikar, Statistical Officer, (Group – B, Gazetted) of the Common Statistical Cadre of the Directorate of Planning, Statistics and Evaluation, Panaji, Goa, is hereby transferred to the Directorate of Fisheries, Panaji, Goa, on deputation, basis with effect from 10-8-2009 (a.n.).

By order and in the name of the Governor of Goa.

Anand Sherkhane, Director and ex officio Joint Secretary (Planning).

Panaji, 10th August, 2009.



Department of Public Health

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Order

No. 38/36/2004-I/PHD/Part VIII

The Government is pleased to constitute a Board of Directors for "The Goa Health Services Development Corporation" under the Goa Health Services Development Act, 2008, (Goa Act 13 of 2009) for implementation of Universal Mediclaim and other health related projects and services.

The Board of Directors of the Corporation are as follows:-

- | | |
|---|---------------|
| 1. Shri Vishwajit Rane, | ... Chairman. |
| Hon'ble Minister for Health | |
| 2. Shri Rajesh Chaturvedi, | ... Director. |
| C. A., Rajesh Chaturvedi & Associates | |
| 3. Secretary (Health) | ... Director. |
| 4. Shri Cesar Menezes, | ... Director. |
| Member CII and CEO Wallace Pharmaceuticals Ltd. | |
| 5. Joint Secretary (Health) | ... Director. |
| 6. Joint Secretary, Finance (Exp.) | ... Director. |
| 7. Director of Health Services | ... Director. |
| 8. Shri Dhirajlal Mehta, | ... Director. |
| Member, Goa Health Advisory Council | |
| 9. Shri Nihal Garware, | ... Director. |
| Garware Group of Companies | |

10. Shri Ramakant Angle ... Director.
11. Dr. V. V. Kamat, ... Director.
Member, Goa Health Advisory ... Director.
Council
12. Shri A. V. Palekar, ... Director.
Managing Director

It has also been decided to have a Special Invitee Shri Dean Menezes for the meeting of Board of Directors.

The Board of Directors shall hold office for a period of three years from the date of their nominations unless their term of office is terminated earlier by the State Government.

The functions of the Board/Corporation are as under:-

- (i) Generally to promote and assist in the repaid and orderly establishment, growth and development of health services in the State of Goa.
- (ii) In particular and without prejudice to the generality of clause (i) to —
 - (a) establish and manage health estates/health city at places selected by the State Government and make the developed lands to health/other undertakings to establish themselves.
 - (b) develop health estates selected by the State Government for the purpose construct premises and make them available for undertakings to establish themselves.
 - (c) to operate any scheme on behalf of State Government or Union Government related with health services.
 - (d) undertake schemes or works either jointly or on agency basis with other corporate bodies or institutions, or with Government in furtherance or the purposes for which the Corporation is established and all matter connected therewith.
 - (e) to establish health establishments, health estates/health city, operate schemes related to health sector by self, jointly with Government agencies or private parties in joint sector or on PPP basis.

By order and in the name of the Governor of Goa.

D. G. Sardesai, Joint Secretary (Health).
Porvorim, 31st July, 2009.

Order

No. 47/12/2009-I/PHD

The Government is pleased to constitute a Core Committee of the following Directors/Officers to monitor and supervise treatment of swine flu and prescribed measures to control:-

- 1) Shri S. K. Srivastava, ... Chairman.
Secretary (Health)
Secretariat, Porvorim
- 2) Dr. V. N. Jindal, ... Member.
Dean, Goa Medical College,
Bambolim
- 3) Dr. Virendra Gaonkar, ... Member.
Pediatrician,
Campal Clinic, Panaji
- 4) Dr. N. G. Dubhashi, ... Member.
Prof. & Head, Deptt. of Medicine,
Goa Medical College, Bambolim
- 5) Dr. Anar Khandeparkar, ... Member.
Associate Professor, Deptt. of
Medicine, Goa Medical College,
Bambolim
- 6) Dr. Rachita Gupta Velho, ... Member.
Assistant Professor, Deptt. of
Medical, Goa Medical College,
Bambolim
- 7) Dr. Jagadish A. Cacodkar, ... Member.
Associate Professor, Prevention
& Social Medicine, Goa Medical
College, Bambolim
- 8) Dr. Sanjeev Dalvi, ... Member.
Dy. Director cum Medical Supdt.
Asilo Hospital, Mapusa
- 9) Dr. Ruando E. J. J. Desa, ... Member.
Dy. Director cum Medical Supdt.
Hospicio Hospital, Margao
- 10) Dr. Savio Rodrigues, ... Member.
Professor & Head Deptt. of
Microbiology Goa Medical
College, Bambolim
- 11) Dr. Rajananda Dessai ... Member
Director of Health Services, Secretary.
Campal, Panaji

By order and in the name of the Governor of Goa.

D. G. Sardesai, Joint Secretary (Health).
Porvorim, 6th August, 2009.

Order

No. 44/30/2006-I/PHD

Sanction of the Government is hereby conveyed to Dr. Utkarsh Betodkar, Medical Officer, Community Health Centre, Valpoi under the Directorate of Health Services for grant of two years Extraordinary leave with effect from 08-08-2009 to 07-08-2011 to seek employment abroad in terms of Government Notification No. 2/5/95-PER dated 02-01-2003.

Dr. Utkarsh Betodkar, Medical Officer is also permitted to leave the Head Quarter to proceed abroad for employment during the above period of 2 years.

Certified that Dr. Utkarsh Betodkar, would have continued to officiate as Medical Officer in Directorate of Health Services during the leave period but for him proceeding on leave.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 7th August, 2009.

Order

No. 7/16/88-I/PHD

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/24(1)/97/242 dated 30-07-2009, the Government is pleased to promote Dr. Ulhas B. Sawkar and Dr. Neil C. Barreto, Junior Orthopaedic Surgeons to the post of Senior Orthopaedic Surgeon (Group 'A' Gazetted) on regular basis with immediate effect in the Pay Scale of Rs. 15,600-39,100+6,600 plus other allowances to be fixed as per the rules under the Directorate of Health Services and post them at Asilo Hospital, Mapusa and Hospicio Hospital, Margao respectively.

Dr. Ulhas B. Sawkar and Dr. Neil C. Barreto shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health II).

Porvorim, 11th August, 2009.

Corrigendum

No. 2/12/97-II/PHD

Read: Government Order No. 4/14/2003-II/PHD Vol.XII dated 18-04-2007.

The date of Confirmation against the post of lecturer in Radiotherapy in Goa Medical College

in respect of Dr. Awadesh Kumar Pandey referred to in the above-mentioned Government order may be read as "w.e.f. 17-04-2009" instead of 18-4-2009.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 4th August, 2009.

Department of Revenue**Notification**

No. 23/38/2008-RD

Whereas by Government Notification No. 23/38/2008-RD dated 24-09-2008 published on pages 784 to 785 of Series II No. 28 of the Official Gazette, dated 10-10-2008 and in two newspapers (1) "Tarun Bharat" dated 28-09-2008 and (2) "Times of India" dated 28-09-2008 it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land specified in the Schedule appended to the said Notification (hereinafter referred to as the said land) was needed for the public purpose, viz. Land Acquisition for construction of DWC 3-L takes off at ch. 3360 m. of L.B.M.C. of T.I.P. at Latambarcem Village in Bicholim Taluka.

And whereas, the Government of Goa (hereinafter referred to as "the Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, (North), Goa Tillari Irrigation Development Corporation, Karaswada, Colvale road, Bardez-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Special Land Acquisition Officer, (N), Goa Tillari Irrigation Development Corporation, Karaswada, Colvale road, Bardez-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Latambarcem

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
53/Part O:	1. Rao Sahab Abasaheb Rane.	1468
	2. Govt. Tillari Irrigation Department.	
T:	Nil.	
30/Part O:	Jaishingrao Abasaheb Rane.	2575
T:	Nil.	
27/Part O:	Nil (Cancelled due to appeal pending).	1085
T:	Nil.	
25/1Part O:	Nil.	3730
T:	Nil.	
9/2Part O:	Gomantak Daivadoya Brahman Samajot Karshak Samsthan, Kasarpal.	752
T:	Nil.	
9/8Part O:	Nil.	800
T:	Nil.	
8/Part O:	Nil.	300
T:	Nil.	

Boundaries :

North: S. No. 53.

South: S. No. 8.

East : Road.

West : S. No. 53, 30, 27, 25/1,
9/2, 8, S. No. 8.

Total: 10,710

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 7th August, 2009.

Notification

No. 23/41/2008-RD

Whereas by Government Notification No. 23/41/
/2008-RD dated 01-09-2008 published of Series II
No. 26 of the Official Gazette, dated 25-09-2008
and in two newspapers (1) "Navhind Times" dated

09-09-2008 and (2) "Gomantak" dated 10-09-2008,
it was notified under Section 4 of the Land
Acquisition Act, 1894 (Central Act 1 of 1894)
(hereinafter referred to as "the said Act") that the
land specified in the Schedule appended to the
said Notification was likely to be needed for the
public purpose, viz. Land Acquisition for const. of
Revora I Distributory from ch. 0.000 km. to 2.621
kms. L.B.M.C. of T.I.P. at Revora and Nadora Villages
in Bardez Taluka (Phase-II).

And whereas, the Government of Goa (herein-
after referred to as "the Government") after
considering the report made under sub-section (2)
of Section 5-A of the said Act and satisfied that
the land specified in the Schedule hereto is needed
for the public purpose specified above (hereinafter
referred to "the said land").

Now, therefore, the Government hereby
declares, under Section 6 of the said Act that the
said land is required for the public purpose
specified above.

2. The Government also appoints, under clause
(c) of Section 3 of the said Act, the Special Land
Acquisition Officer, (N), Goa Tillari Irrigation
Development Corporation, Karaswada, Colvale
road, Bardez-Goa to perform the functions of the
Collector, for all proceedings hereinafter to be taken
in respect of the said land and directs him under
Section 7 of the said Act to take order for the
acquisition of the said land.

3. A plan of the said land can be inspected at
the office of the said the Special Land Acquisition
Officer, (N), Goa Tillari Irrigation Development
Corporation, Karaswada, Colvale road, Bardez-Goa
till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Bardez

Village: Revora

Survey No./ /Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
77 0	O: Comunidade.	1135
	OR: Ganpat Govind Kalangutkar.	
81 2	O: Comunidade.	441
	T: Vishnu Bhikaro Manjrekar.	
81 3	O: Comunidade.	143
	T: Khema Arjun Tuekar.	
84 2	O: Comunidade.	3750
	Konkan Railway Corporation Ltd.	
85 1	O: Comunidade.	222
	T: Vithal Tanko Vzarkar.	

1	2	3	Boundaries :
85 2	O: Comunidade. T: Sonu Rama Tuekar.	272	North : S. No. 8/1, 10/1.
85 3	O: Comunidade. T: Samba Arjun Maekar.	309	South : S. No. 8/1, Road.
113 22	O: Comunidade. Konkan Railway Corporation Ltd. T: Sitaram Gopal Korgaokar.	60	East : S. No. 10/1, 8/2.
			West : S. No. 8/1, 10/1.
			Total: 9,113
113 23	O: Comunidade. Konkan Railway Corporation Ltd. T: Datta Narayan Fadte.	833	By order and in the name of the Governor of Goa.
114 1	O: Comunidade. T: Yeshwant Anant Fadte.	55	D. M. Redkar, Under Secretary (Revenue-I).
79 0	O: Comunidade. OR: Ganpat Govind Kalangutkar.	20	Porvorim, 7th August, 2009.
115 3	O: Comunidade. T: Krishna Chandru Fadte. Rama Vithal Fadte.	25	----- Notification
115 5	O: Comunidade. T: Krishna Chandru Fadte. Anant Vithal Fadte.	20	No. 19-3-2009-RD
115 7	O: Comunidade. T: Krishna Chandru Fadte. Uttam Chnadru Fadte.	30	Ref.: 1. Notification No. 19-3-2009-RD dated 9th April, 2009, Series II No. 2 on page 52.
117 31	O: Comunidade. Konkan Railway Corporation Ltd. T: Dattu Narayan Fadte.	325	2. Notification No. 19-3-2009-RD dated 18-06-2009, Series II No. 13 on page 230.
117 32	O: Comunidade. Konkan Railway Corporation Ltd. T: Rana Vithal Fadte.	237	The Advisory Committee constituted to submit its Recommendations on the grounded River Princess at Candolim, Bardez-Goa, vide above referred Notifications is hereby extended for a further period of three months to submit its Recommendations/Reports i.e. upto 9th November, 2009. It may be noted that "no further extension will be entertained" in view of the seriousness of the matter.
			This issue with the approval of the Government of Goa.
			By order and in the name of the Goa State Disaster Management Authority.
			D. M. Redkar, Under Secretary (Revenue-I).
			Porvorim, 7th August, 2009.
			----- Notification
			No. 23/15/2007-RD (Part-I)
			Whereas by Government Notification No. 23/15/ /2007-RD dated 07-08-2007 published on pages 734 & 738 of Series II No. 21 of the Official Gazette, dated 23-08-2007 and in two newspapers (1) "Herald" dated 13-08-2007 and (2) "Navprabha" dated 13-08-2007, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act"), that the land specified in the Schedule appended
Taluka: Bardez			
8 1	O: Comunidade. OR: Hari Govind Gawas.	1086	
10 1	O: Comunidade.	150	
Village: Nadora			

to the said Notification (hereinafter referred to as the said land), was needed for the public purpose, viz. L. A. for construction of 800 m³ GLR Pump houses and Pipeline at Sanquelim in South Maulinguem in Bicholim Taluka. Subsequently Corrigendum bearing No. 23/15/2007-RD (Part-I) dated 14-07-2008 is published in Official Gazette Extraordinary Series II No. 16 dated 18-07-2008 and in two local newspapers viz. "Herald" dated 19-07-2008 and "Navprabha" dated on 19-07-2008.

And whereas, the Government of Goa (hereinafter referred to as "the Government") being of the opinion that the acquisition of the said land is urgently necessary, hereby applies the provisions of sub-section (1) of Section 17 of the said Act and directs that the Collector appointed under paragraph 2 below, shall, at any time, on the expiry of fifteen days from the date of the publication of the notice relating to the said land under sub-section (1) of Section 9 of the said Act, take possession of the said land.

Now, therefore, the Government hereby declares, under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also hereby appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector (LA), Panaji-Goa to perform the functions of the Collector, for all proceedings hereinafter to be taken in respect of the said land and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the Dy. Collector (LA), Panaji-Goa till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Bicholim

Village: Maulinguem

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Area in sq. mts.
1	2	3
38 1	1. Amutrav Manikrao Prabhu Desai. 2. Hanumantrao Bapusaheb Prabhu Desai. 3. Madhavrao Dattajirao Desai. 4. Nanasaheb Anasaheb Prabhu Desai. 5. Jaisingrao Bhausahab Prabhu Desai.	4331

- | 1 | 2 | 3 |
|-----|-----------------------------------|---|
| 6. | Bhimarao Ramrao Prabhu Desai. | |
| 7. | Dattaram Apasaheb Prabhu Desai. | |
| 8. | Buyasaheb Apasaheb. | |
| 9. | Ladkoba Bapusaheb Prabhu Desai. | |
| 10. | Bacharem Manikrao Prabhu Desai. | |
| 11. | Dajisaheb Sakro Prabhu Desai. | |
| 12. | Yallubai Simani Kamat. | |
| 13. | Bashirullah Ibrahim Banqui. | |
| 14. | Moreswar Shriram Kamat. | |
| 15. | Gokuldas Hari Mangaonkar. | |
| 16. | Anand Sonum Haldankar. | |
| 17. | Ishwari Prasad Sharma. | |
| 18. | Kashi Shamba Sawant. | |
| 19. | Sujata Sudhir Revankar. | |
| 20. | Ashok Laxmanrao Desai. | |
| 21. | Suresh Shankappa Karjagi. | |
| 22. | Prabhakar Krishtappa Dharwad. | |
| 23. | Alagarsamy Raj Krishna Moorthy. | |
| 24. | M. Padmanabhrao. | |
| 25. | Pushpa Ulhas Karpe. | |
| 26. | Tulsidas Narayan Kanekar. | |
| 27. | Deu Keshav Parab. | |
| 28. | Vasudev Laxman Bhaje. | |
| 29. | Madhavi Mahadev Relekar. | |
| 30. | Ramesh Narsinha Falkar. | |
| 31. | Mannabi Mohamed Isa Savnur. | |
| 32. | Deelip Ramnath Fulari. | |
| 33. | Pandurang Krishna Gaonkar. | |
| 34. | Ajit Narsinharao Ramnathkar. | |
| 35. | Zarina Bi Jambothkar. | |
| 36. | Ismail Abas Khan. | |
| 37. | Nitin Vilasrao Nikam. | |
| 38. | Mustak Aga. | |
| 39. | Shashikant Yeshwant Gawas. | |
| 40. | Prataprao Ganpatrao Desai. | |
| 41. | Smita Yeshwant Rane. | |
| 42. | Deelipkumar Karsobhai Nandwani. | |
| 43. | Sunilkumar Raneholly. | |
| 44. | Surekha Shrikrishna Desai. | |
| 45. | Lalita Chandrakala Adhia. | |
| 46. | Devidas Vinayak Agarwadekar. | |
| 47. | Haji Abdul Sattar Godharwala. | |
| 48. | Nissar Ahamad Attar. | |
| 49. | Vassant Sitaram Naik. | |
| 50. | Mnath Govind Toraskar. | |
| 51. | Rama Vadiraj Patil. | |
| 52. | Gajanan Gokuldas Karekar. | |
| 53. | Antonia Lino Nascimento Carneiro. | |

1	2	3	1	2	3
	54. Rita Carneiro.			9. Ladhkoba Bapusaheb Prabhu Desai.	
	55. Govind Sagun Wadakar.			10. Bacharem Manikrao Prabhu Desai.	
	56. Nazim Patil.			11. Dajisaheb Sakre Prabhu Desai.	
	57. Shaikh Ilyas Harron.			12. Gangaram Kashinath Padnekar.	
	58. Anancleto Minguel De Melo.			13. Shrimati Beena Prasad.	
	59. Sadashiv Vasudev Gawas.			14. Om Prakash Shama.	
	60. Vishnu Venkatesh Naik.			15. Umesh Madhukar Bhande.	
	61. Zaibunissabi Sahid Mamlekar.			16. Shankar Shetty.	
	62. Shaikh Abdul Salam Mamlekar.			17. Rajashree Ramesh Desai.	
	63. Reshma Ramakant Naik.			18. Vinay Prabhakar Sakhardande.	
	64. Ajitrao Dajisaheb Prabhudesai.			19. Krishna Chundaji Desai.	
	65. Hajirat Alli.			20. Suresh Kuso Amonkar.	
	66. Vasanti Shardchandra Naik.			21. Harichandra Anant Gauns.	
	67. Sandesh Gangaram Mainikar.			22. Shobhana Sham Kanekar.	
	68. Anand Raghuvir Pethkar.			23. Dilip Baliram Mayekar.	
	69. Balasheb Ramchandra Sawant.			24. Shrikant Jaganath Dhavaskar.	
	70. Durgadas Krishna Prabhu Desai.			25. Ashok Narsu Pawase.	
	71. Ramesh Gopi Gawas.			26. Usha Babaji Ayre alias Girija Dattaram Kanekar.	
	72. Savita Mohan Patil.			27. Hariram Pandhari Asgaonkar.	
	73. Devanand Ramchandra Kanolkar.			28. Mohammad Idries.	
	74. Gopal Shattuppa Hindelgekar.			29. Mohammad Kassim.	
	75. Hasmukhlal Nagardas Shah.			30. Mohammad Ratik.	
	76. Anita Soma Shekhar Hillur.			31. Sayeedabi Miran Shah.	
	77. Ranjana Ramnath Parab Nagvenkar alias Ranjana Shiva Parab Nagvenkar.			32. Dilip Pandurang Ghadi.	
	78. Ganpat Govind Gunaji alias Ganpat Balvant Gunaji alias Sanjay Govind Gunaji.			33. Honnaya Poojary.	
	79. Asha Parershe Kamat.			34. Krishna Kachu Bable.	
	80. Paresh Ramkrishna Kamat.			35. Prataprao Chandrakant Desai.	
	81. Shiva alias Ramnath Saularam Parab Naguenkar.			36. Mahadev Babu Naik.	
	82. Supriya Ganpat Gunaji.			37. Delfin Dias.	
	83. Satyavan Pundalik Naik.			38. Joaquim Remedios Dias.	
	84. Dayanand Krishna Gaonkar.			39. Hussien Isak Aga.	
39	1	1. Amrutrao Manikrao Prabhu Desai.		40. Karim Khan.	
		2. Madhaorao Dattajirao Prabhu Desai.		41. Yakub Karol.	
		3. Hanumantrao Bapusaheb Prabhu Desai.		42. Sada Mukund Kerkar.	
		4. Nanasaheb Apasaheb Prabhu Desai.		43. Narayan Vithal Hazari.	
		5. Jayasingrao Bhausahab Prabhu Desai.		44. Uday Vishwananth Sawaiakar.	
		6. Bhimarao Ramarao Prabhu Desai.		45. Venkatesh Atmaram Dessai.	
		7. Buvasahab Apasaheb Prabhu Desai.		46. Sayyad Noorbi.	
		8. Dattaram Apasaheb Prabhu Desai.		47. Nagesh Shirodkar.	
				48. Shridhar Govind Manjrekar.	
				49. Gajanand Ramkrishna Lawande.	
				50. Rohidas Harichandra Gawas.	
				51. Vishnu Babu Nayak.	
				52. Babu Saheb Bharna Altekhar.	
				53. Shaikh Nuruddin Muzawar.	
				54. Narahari Raghoba Gawas.	
				55. Datta Mahadev Malik.	
				56. Raghuvir Mahadev Malik.	
				57. Manohar Gangaram Patil.	
				58. Pradeep Hanumantrao Sardesai.	

1	2	3	1	2	3
59.	Nyaneshwar Shanu Chopdekar.		105.	Mohan Shankar Jalmi.	
60.	Meghashyam Vassudev Khanolkar.		106.	John Thomas Fernandes.	
61.	Ketaki Meghashyam Khanolkar.		107.	Chaya Audhut Lawande.	
62.	Janabai Anant Masurkar.		108.	Shilpa Prasad Pangam alias Shilpa Avadhut Karpe.	
63.	Ahmad Hussain.		109.	Rajendra Sitaram Kamat.	
64.	Maqsd Alam Khan.		110.	Kallaprao Laxman Gurav.	
65.	Prakash Babulo Arsekar.		111.	Smt. Kala Premanand Dalal.	
66.	Suryakant alias Jaichnadra Krishna Gauns.		112.	Devidas Balkrishna Salunke.	
67.	Kamalesh Devji Amlani.		113.	Dwarkanath Narayan Dantye.	
68.	Ashokrao Venkatrao Dessai.		114.	Milind Mohan Honavar.	
69.	Sada Jaidev Naik.		115.	Smt. Kumud Milind Honavar.	
70.	Shainaz Ali Shaikoli.		116.	Govind Vaman Naik.	
71.	Eknath Naguesh Gaunkar.		117.	Ramkrishna Shripad Korgaonkar.	
72.	Vishvanath Shivnath Hinde.		118.	Sadashiv Vasudev Gauns.	
73.	Laxman Anant Dhavaskar.		119.	Fatima D'Souza E. Albuquerque.	
74.	Seza Goa Limited.		120.	M/s. Damodar Mangalji & Co. Ltd.	
75.	Shaida Bi Akbar Beig.		121.	Smt. Tarabai Abasaheb Desai.	
76.	Prakash Vithal Bandekar.		122.	Vishnu Venkatesh Naik.	
77.	Kalidas Bhalchandra Matonkar.		123.	Santosh Gopi Amonkar.	
78.	Gajanan Baburao Palav.		124.	Dr. Krishna Ramchandra Badiger.	
79.	Yamuna Gurudas Pangam.		125.	Govind Vaman Naik.	
80.	Naguesh Chana Shyam Prabhu Dabolkar.		126.	Tanajirao Bacharamrao Prabhu Desai.	
81.	Abdul Sattar Abdulhameed Kazi.		127.	Smt. Prachi Pradeep Mashelkar.	
82.	Alirio Vincentie Jose de Sa alias Alirio de Sa and		128.	Smt. Pratibha Bhausaheb Rane.	
83.	Rita Om Prakash Sharma alias Rita de sa.		129.	Smt. Smita Ganesh Alvi.	
84.	Ravindra Sitaram Nayak.		130.	Ningappa Yeshwant Hebbalkar.	
85.	Prabhakar Mahabaleshwar Kudtarkar.		131.	Julian Francis D'Souza.	
86.	Devidas Vinayak Agarwadekar.		132.	Tereza D'Souza.	
87.	Ramrao Hanumantra Patil.		133.	Ramesh Vinayak Pauskar.	
88.	Shreekant Shankar Kanetkar.		134.	Waman Naguesh Ussapkar.	
89.	Firoz Khan Ahamad Khan.		135.	Ulhas Pandhari Kerkar.	
90.	Subhash Jaidev Kanekar.		136.	Prathibha Prabhakar Naik.	
91.	Shri Abul Qyum Khan.		137.	Ashok Krishnajirao Suryavanshi.	
92.	Shri Yeshwant Vithal Wadkar.		138.	Durgadas Krishna Prabhu Sastri.	
93.	Kshama Narayan Manerikar.		139.	Vanda Mahadev Karpe alias Vanda Dipesh Kanekar.	
94.	Gokuldas Gajanan Chari.		140.	Bhanudas Rajaram Parab.	
95.	Shivanand Narshinha Bhartu.		141.	E. Kuppusamy.	
96.	Deelip Baburao Sarvankar.		142.	K. Velvizhi.	
97.	Sudhaka Rohidas Dicholkar.		143.	Sunil Shankar Kanetkar.	
98.	Subhash Rohidas Dicholkar.		144.	Sunita Sunil Kanetkar.	
99.	Narayan Rohidas Dicholkar.		145.	Sukant Chandrakant Aukhale.	
100.	Sandeep Bhivaji Revandkar.		146.	Sulbha Sukant Aukhale.	
101.	Pradeep Ramkrishna Lawande.		147.	Vishwananth Jagannath Pawar.	
102.	Anand Ganpat Pangam.		148.	Shivram Balkrishna Naik.	
103.	Arun Harichandra Gauns.				
104.	Gajanan Baburao Palav.				

1	2	3	1	2	3		
39	3	1. Shivaji G. P. Dessai. 2. Ganapatrao G. P. Dessai. 3. Dattaram K. P. Dessai. 4. Parvatibai Apasaheb P. Dessai. 5. Narayanrao Dattasaheb P. Dessai. 6. Bhimrao Dajisaheb P. Dessai. 7. Vishwasrao Vithalrao P. Desai. 8. Jaivantrao Balavantrao P. Desai. 9. Shantaram Balwantrao P. Desai. 10. Tanaji Balwantrao P. Desai. 11. Daulatrao Balavantrao P. Desai. 12. Bhausahab Shamrao P. Desai. 13. Bhalchandra Shamrao P. Desai. 14. Awadhut Ramkrishna Lawande. 15. Telu Tatarao. 16. Gopal Dhakoji Mehta. 17. Prasanna Raghavendra Pai. 18. Sayeedabi Miram Shah. 19. Dattaram Govind Narvenkar. 20. Laxmanrao Dattaram Prabhu Dessai. 21. Rajendra Shivajirao Prabhu Dessai. 22. Vallabh Rajaram Karpehali. 23. Balkrishna Vassudev Thali. 24. Shri Sudesh alias Narayan Shamu Kanekar. 25. Shri Dhananjay Pundalik Walke. 26. Shaikh Gaffar. 27. Smt. Noorjahan Bi Shaikh Gaffar. 28. Mahesh Ganpatrao Prabhu. Gaffar alias Mukundrao Ganpatrao Prabhudesai. 29. Smt. Suvarna Kamalakant Gulelkar. 30. Prabhakar K. Naik. 31. K. Basavaraj. 32. Kappakkathu Madhusudan Narayan Nair. 33. G. Sathidevi.	1065		34. Anandrao Venkatrao Prabhu Desai. 35. Vishant Govind Kauthankar. 36. Simon Sebastian Lobo. 35	9	1. Ramnath Mangesh Datye. 1050
			<i>Boundaries :</i>				
			North : Village Poriem.				
			South : Road.				
			East : S. No. 38/1, 39/1, 3, 35/10.				
			West : S. No. 38/1, 39/1, 35/8.				
			Total: 8,330				
			By order and in the name of the Governor of Goa.				
			<i>D. M. Redkar</i> , Under Secretary (Revenue-I/II).				
			Porvorim, 12th August, 2009.				
			Corrigendum				
			No. 22/32/2008-RD				
			Read: Notification No. 22/32/2008-RD dated 24-10-2008 regarding L. A. for South Western Railway at Velsao between (Colem) Kulem Station and Vasco-da-Gama.				
			In the Schedule appended to the Notification referred to above, the Village shall be read as "Cansaulim" instead of "Sancoale".				
			The rest of the contents of above referred Notification shall remain unchanged.				
			By order and in the name of the Governor of Goa.				
			<i>D. M. Redkar</i> , Under Secretary (Revenue-I).				
			Porvorim, 14th August, 2009.				